

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. DAAE20-03-D-0067	2. DELIVERY ORDER/CALL NO. 0006	3. DATE OF ORDER/CALL (YYYYMMDD) 2004JUL23	4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE	5. PRIORITY DOA5
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6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CTT LINDA T HULTMAN (309)782-3392 ROCK ISLAND IL 61299-7630 EMAIL: HULTMANL2@RIA.ARMY.MIL	CODE W52H09	7. ADMINISTERED BY (if other than 6) DCMA ATLANTA 2300 LAKE PARK DRIVE SUITE 300 SMYRNA GA 30080	CODE S1103A	8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)
		SCD: C PAS: NONE ADP PT: HQ0338		

9. CONTRACTOR KIPPER TOOL COMPANY 2375 MURPHY BOULEVARD FRONT DOCK DOOR GAINESVILLE, GA. 30501-4475	CODE 00NS2	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input checked="" type="checkbox"/> WOMAN-OWNED
NAME AND ADDRESS			12. DISCOUNT TERMS	13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15
TYPE BUSINESS: Other Small Business Performing in U.S.				

14. SHIP TO SEE SCHEDULE	CODE	15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264	CODE HQ0338	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2
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16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.
	PURCHASE		Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____, furnish the following on terms specified herein.
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.			

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

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
SEE SCHEDULE

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders				

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA DONNA L WEBB /SIGNED/ WEBBD@RIA.ARMY.MIL (309)782-6369 BY: _____ CONTRACTING/ORDERING OFFICER	25. TOTAL	\$985,048.00
		26. DIFFERENCES	

27a. QUANTITY IN COLUMN 20 HAS BEEN
 INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP. NO.	29. D.O. VOUCHER NO.	30. INITIALS
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f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
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36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.	<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	31. PAYMENT	34. CHECK NUMBER
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a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				
		35. BILL OF LADING NO.			

37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.
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CONTINUATION SHEET**Reference No. of Document Being Continued**

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PIIN/SIIN DAAE20-03-D-0067/0006

MOD/AMD

Name of Offeror or Contractor: KIPPER TOOL COMPANY

SUPPLEMENTAL INFORMATION

1. This Delivery Order constitutes a five year Indefinite Delivery Indefinite Quantity (IDIQ) contract for the Tool Kit, Engineer construction, Carpenter Shop (CTK). All future requirements for the CTK will be issued as follow-on delivery orders against the basic IDIQ contract DAAE20-03-D-0067 and may be issued pursuant to the terms of this contract from date of award through 31 July 2009.
2. The ordering periods under this contract are as follows:

ORDERING PERIOD 1: DATE OF AWARD - 31 JULY 2005
ORDERING PERIOD 2: 1 AUGUST 2005 - 31 JULY 2006
ORDERING PERIOD 3: 1 AUGUST 2006 - 31 JULY 2007
ORDERING PERIOD 4: 1 AUGUST 2007 - 31 JULY 2008
ORDERING PERIOD 5: 1 AUGUST 2008 - 31 JULY 2009
3. The maximum quantity over the five year period is 350 sets, which includes the 2 sets that will be used for the product qualification tests. The monthly shipment requirement is 15 a month. Subsequent orders will be due at a rate of 15 units per month beginning 90 days after issuance of an order.
4. The contractor will produce two CTK sets that will be examined and tested in accordance with contract requirements and the Description for Purchase 428B (attachment 002). Eight (8) MEP 531A, 2kW Military Tactical Generators will be delivered within two (2) weeks after award of the 2 product qualification units. The product qualification test is due 120 days after award (see schedule B). The cost for the two sets is \$29,998.00. Upon written approval of the Contracting Officer that the 2 sets meet all the requirements and has passed the product qualification test, the contractor will be notified to begin production of 75 CTK's. Shipping address for the 77 units will be provided under a modification at a later date. Shipment of the 77 CTK sets will begin 90 days after approval of the production qualification test (see schedule B). The unit price price of \$12,734.00 a set reflects the unit price for ordering period 1. The total dollar value of the 75 sets is \$955,050.00. The total dollar value of the contract is \$985,048.00.
5. The pricing spreadsheet is provided at attachment 001.
6. Product Consistency is required throughout the life of the contract. The contractor's proposal is incorporated as part of this contract. Any proposed changes to the proposal must be approved in advance by the Government. It is anticipated that voluntary/unnecessary changes will be disapproved. You are encouraged to establish long-term agreements with your suppliers and subcontractors to ensure continued availability of all components. In addition, if changes are approved, the necessary operating/maintenance updated instructions will be required.
7. In the event a conflict exists between the contractor's proposal and the DFP, the DFP shall govern.
8. This delivery order is subject to the terms and conditions set forth and as established under Request for Proposal Letter dated 23 April 2004 and Letter Amendments 1, 2 and 3, and contract DAAE20-03-D-0067.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-D-0067/0006 MOD/AMD

Name of Offeror or Contractor: KIPPER TOOL COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 0000-00-000-0000 SECURITY CLASS: Unclassified																						
0001AA	<u>FIRST ARTICLE</u> NOUN: PROTOTYPE CPTRS TOOL KIT PRON: 1A3AJ9851A PRON AMD: 01 ACRN: AA AMS CD: 53450532 CUSTOMER ORDER NO: 1A3AJ9851AM1 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30 <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52H094201T645</td> <td>Y00000</td> <td>M</td> <td></td> <td>3</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>2</td> <td>24-NOV-2004</td> </tr> </table> FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM PRODUCTION DELIVERY SCHEDULE, REQUIRED UNDER THIS REQUISITION. <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-D-0067/0006	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H094201T645	Y00000	M		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	2	24-NOV-2004	2	EA	\$ 14,999.00000	\$ 29,998.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W52H094201T645	Y00000	M		3																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	2	24-NOV-2004																					
0002	NSN: 5180-01-516-1429 SECURITY CLASS: Unclassified																						
0002AA	<u>PRODUCTION QUANTITY</u> NOUN: CARPENTERS TOOL KIT PRON: M14A1314M1 PRON AMD: 01 ACRN: AB AMS CD: 53259536141 <u>Packaging and Marking</u>	75	EA	\$ 12,734.00000	\$ 955,050.00																		

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 5 of 13****PIIN/SIIN** DAAE20-03-D-0067/0006**MOD/AMD****Name of Offeror or Contractor:** KIPPER TOOL COMPANY

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The Tool Kit, Engineer Construction, Carpenter Shop (CTK) is defined by Description for purchase 428B, incorporated at attachment 002 of this contract.

Safety Assessment Report - see attachment 003.

*** END OF NARRATIVE C 001 ***

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Name of Offeror or Contractor: KIPPER TOOL COMPANY

PACKAGING AND MARKING
Packaging and Marking (Section D)

See Tool Kit, Engineer Construction Carpenter Shop (CTK), DFP 428B, Paragraph 5, Packaging.

*** END OF NARRATIVE D 001 ***

Name of Offeror or Contractor: KIPPER TOOL COMPANY

INSPECTION AND ACCEPTANCE

Product Qualification Test

a. The product qualification shall consist of:

2 each CTK, which shall be examined and tested in accordance with contract requirements, and the Description For Purchase (DFP).

b. The product qualification test units shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production.

c. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and product qualification test. Those inspections, which are of a destructive nature, shall be performed upon additional sample parts selected from the same lot(s) or batch(as) from which the product qualification units are selected.

d. A Product Qualification Test Report shall be compiled by the contractor, documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The Product Qualification Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each DFP requirement. Evidence of the QAR's verification will be provided. One copy of the product Qualification Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to HQ, TACOM-ARDEC, ATTN: AMSTA-AR-QAW-C (D. Myers), Bldg 62, 2nd Floor, Rock Island, IL 61299-7300.

e. An additional product qualification test or portion thereof, may be ordered by the Contractin Officer in writing when (i) whenever there is a lapse in production for a period in excess of 90 days, or (ii) whenever a change occurs in place of performance, manufacturing process, material used, specification or source of supply. When conditions (i) or (ii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additioanl product qualification test or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional product qualification testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

52.246-4534 (TACOM-RI) - Performance Verification Testing - Alternate

a. Subsequent to completion of contractor inspection/verification actions, a test sample consisting of 2 from each lot shall be selected by the Government Quality Assurance Representative (QAR) for conformance inspection.

b. A copy of the contractor's inspection/test results shall be provided to the Quality Assurance Representative. The test sample shall be examined and/or tested in accordance with Table 1 listed in DFP 428B, revision.

c. If any test sample fails to meet any applicable contractual requirement, the lot or batch from which the test sample was drawn shall be considered to be rejected. The contractor shall take immediate corrective action, both to correct the deficiency/nonconformance and to prevent recurrence of the deficiency/nonconformance. Such corrective action shall apply to all items either in process of final assembly, which have been produced or are in production since the last successful conformance test. In addition, the provisions of any warranty clause contained in the contract shall apply. Upon completion of the corrective action, the contractor shall resubmit a sample for conformance testing. Any and all costs associated with testing the additional conformance test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with the additional testing resulting from failure of the test sample to meet the applicable contractual requirements.

*** END OF NARRATIVE E 001 ***

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Name of Offeror or Contractor: KIPPER TOOL COMPANY

DELIVERIES OR PERFORMANCE

The following clauses are incorporated by reference:

FAR 52.247-61 - FOB Origin, Minimum Size of Shipment

FAR 52.247-65 - FOB Origin, Prepaid Freight- Small Package Shipments

Production Qualification Test:

Inspection: Origin

Acceptance: Destination

Government Approval/Disapproval: 30 days

FOB: Origin

Product Qualification Test: 120 days after award

Safety Assessment Report:

Inspection: Origin

Acceptance: Destination

Government Approval/Disapproval: 15 days

FOB: Destination

Safety Assessment Report: 45 days after award

Production Delivery Schedule: 90 days after Production Qualification Test Approval

Inspection: Origin

Acceptance: Origin

FOB: Origin

*** END OF NARRATIVE F 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

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Name of Offeror or Contractor: KIPPER TOOL COMPANY

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	ACRN	OBLG STAT	ACCOUNTING CLASSIFICATION		JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	1A3AJ9851A 53450532 1A3AJ9851AM1	AA	2	21	32040000036D6D03622624H255Y	S28017	W15QKN \$	29,998.00
0002AA	M14A1314M1 53259536141 A1497141M11C	AB	2	21	42035000041C1C14P53259531E1	S11116	4CT314 W52H09 \$	955,050.00
							TOTAL	\$ 985,048.00

SERVICE NAME	TOTAL BY ACRN	ACRN	OBLG	ACCOUNTING CLASSIFICATION		ACCOUNTING STATION	OBLIGATED AMOUNT	
Army	AA	21		32040000036D6D03622624H255Y	S28017	W15QKN \$	29,998.00	
Army	AB	21		42035000041C1C14P53259531E1	S11116	W52H09 \$	955,050.00	
							TOTAL	\$ 985,048.00

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Name of Offeror or Contractor: KIPPER TOOL COMPANY

SPECIAL CONTRACT REQUIREMENTS

H-5 52.245-4506 Government Furnished Property

Schedule of Government Furnished Property

a. Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. Contractor's place of performance, the Government-owned property, eight(8) - MEP-531A, 2kW Military Tactical Generator (MTG), DED 60 Hz, 120 V Single Phase, 2 wire, for use in the performance of this contract.

b. The property shall be delivered within two weeks after award of the two (2) product qualification units.

c. If the property is not received in accordance with the schedule above, the contractor shall notify the Contracting Officer in writing.

d. The quantity of Government Furnished Maaterial (GFM), which is offered herein is contingent upon award of the total quanti y solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM, which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

*** END OF NARRATIVE H 001 ***

Name of Offeror or Contractor: KIPPER TOOL COMPANY

CONTRACT CLAUSES

Contract Clauses - (Section I)

Product qualification Approval -- Contractor Testing

(a) The Contractor shall test CTK as specified in this contract. At least 15 calendar days before the beginning of product qualification tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the product qualification test report within 120 calendar days from the date of this contract to the Contracting Officer, Donna Webb, TACOM, AMSTA-LC-CTMM, Rock Island, Illinois 61299-6000 marked "Product qualification Test Report: Contract No. _____. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the product qualification test. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the DFP and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the product qualification is disapproved, the Contractor, upon Government request, shall repeat any or all product qualification tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the test units or select other new sample units for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any product qualification test report on time, or the Contracting Officer disapproves any product qualification test report, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved product qualification test units are not consumed or destroyed in testing, the Contractor may deliver the approved product qualification units as part of the contract quantity if they meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before product qualification approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before product qualification approval, the costs thereof shall not be allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Contractor shall produce both the product qualification test units and the production quantity at the same facility.

252.225-7001 Buy American Act - Balance of Payments Program --- Supplies (April 2003)

252.225-7002 Qualifying Country Sources as Subcontractors (April 2003)

52.216-18 Ordering (October 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Delivery Order Award through 30 January 2009.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 Order Limitations (October 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than two (2) each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of 75 each;

(2) Any order for a combination of items in excess of 75 each; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within fifteen (15) days after issuance, with written notice stating the Contractor's interest not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 Indefinite Quantity (October 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the

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MOD/AMD

Name of Offeror or Contractor: KIPPER TOOL COMPANY

Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract on orders issued five (5) Years after Date of Award.

I-94 Warranty. Tailored to read as follows:

a. Tools:

(1) WARRANTY:

(a) Lifetime Warranty: In accordance with the items identified as requiring a lifetime warranty in the Description for Purchase 428, Tool Kit, Engineer Construction, Carpenter Shop (CTK) the contractor shall provide a lifetime warranty to replace any tool that does not perform in accordance with its intended function. The warranty period shall start from the day that the item is first delivered and accepted by the Government.

(b) Other Warranty: For items identified as requiring a non-lifetime warranty in the Description for Purchase 428, Tool Kit, Engineer Construction, Carpenter Shop (CTK), the contractor shall provide the identified warranty to replace any tool that does not perform in accordance with its intended function. The warranty period shall start from the day that the item is first delivered and accepted by the Government.

(c) Warranty Administration:

(i) From the date the contractor receives a request for warranty replacements, the contractor shall have 10 working days for CONUS and 20 working days of OCONUS to deliver a replacement tool into the hands of the customer. The cost of shipping replacement tools shall be the responsibility of the contractor.

(ii) Defective tools will only be returned at the request of the contractor. The cost of shipping the defective tool will be the responsibility of the Government.

(iii) The contractor shall communicate to the product users the identity of warranted items. Also, the contractor shall communicate to the product users the following procedures for submitting warranty claims:

a. Preferred method is via the Internet at: <http://aeps.ria.army.mil>. Click on Accept, then click on Submit Quality Deficiency Reports and follow the instructions to complete the form.

b. Alternate methods are via email to: QAWODRS@ARMY.MIL <<mailto:QAWODRS@ARMY.MIL>> or via fax to 309-782-6653 or DSN 793-6653. Call 309-782-7698 or DSN 793-7698 for verification or assistance.

(iv) The contractor shall have a communication system for replacement of non-warranty items using the fastest means available (e.g. email, phone, Internet, fax, etc.). The communications system shall work for CONUS customers and for OCONUS customers.

2. LIMITATION OF LIABILITY: Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

*** END OF NARRATIVE I 001 ***

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LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	PRICING SPREADSHEET		1PG	
Attachment 002	DESCRIPTION FOR PURCHASE 428B	24-MAY-2004	29P	
Attachment 003	SAFETY ASSESSMENT REPORT		5PG	