



Section D1: U.K. Terms and Conditions for the Wheeled Tanker Program
Revised: February 16, 2016

The U.K. Wheeled Tanker Contract No. CSVHC/06 is a program of the United Kingdom Ministry of Defense (“U.K. MoD”). In order to ensure that certain legal requirements under the prime contract are consistently observed throughout the supply chain, Oshkosh Defense, LLC requires that you accept certain additional U.K. MoD contracting terms and conditions. These terms and conditions are called “DEFCONs,” which is an MoD abbreviation for “Defense Contracts Conditions.” Although DEFCONs are flowed down to suppliers much like the FAR and DFARS clauses contained in U.S. Defense Department contracts, their content is not necessarily similar to comparable FAR and DFARS clauses. Accordingly, please carefully note the contents of these DEFCONs.

The referencing and reproduction, in this section of the Supplier Standards Guide, of the appropriate U.K. MoD DEFCONs shall conclusively establish their applicability, as well as their incorporation into this Purchase Order, with the same force and effect as though set forth in the Purchase Order itself.

Many U.K. MoD documents referred to in the DEFCONs are available at: <https://www.defencegateway.mod.uk>. Oshkosh Defense, LLC will supply instructions for accessing the applicable sources.

Where the provisions of a listed DEFCON conflict with any other term or condition contained in this Purchase Order, the DEFCON shall govern.

Definitions

In order to effect the parties’ intent to flow down and accept the listed DEFCONs as between Oshkosh Defense, LLC and the Supplier, the listed terms shall generally be given the following meanings, unless the context dictates otherwise or unless subject to an interpretive note as indicated in the DEFCON Interpretive Notes below:

- “Contractor” shall mean Supplier.
- “Contract” shall mean the Purchase Order between Oshkosh Defense, LLC and Supplier.
- “Authority” shall mean Oshkosh Defense, LLC unless it is clear from the context of the DEFCON that “Authority” must refer to the U.K. Government or MoD in order to effect the essential purpose of the DEFCON as between Oshkosh Defense, LLC and Supplier.
- “Article” means the item or items to be furnished under the Purchase Order.

DEFCON’s Applicable to Purchase Orders

DEFCON # (edition)	Description
DEFCON 68 (05/10):	Supply of Data for Hazardous Articles, Materials and Substances
DEFCON 76 (12/06):	Contractor’s Personnel at Government Establishments
DEFCON 113 (10/04):	Diversion Orders
DEFCON 501 (04/04):	Definitions and Interpretations
DEFCON 513 (06/10):	Value Added Tax
DEFCON 515 (10/04):	Bankruptcy and Insolvency
DEFCON 516 (06/04):	Racial Discrimination
DEFCON 518 (09/97):	Transfer



DEFCON 520 (08/09): Corrupt Gifts and Payments of Commission

DEFCON 526 (08/02): Notices

DEFCON 527 (09/97): Waiver

DEFCON 531 (05/05): Disclosure of Information

DEFCON 602a 12/98): Quality Assurance with Quality Plan

DEFCON 608 (10/98): Access and Facilities to be Provided by the Contractor

DEFCON 611 (7/99): Issued Property

DEFCON 624 (04/10): Use of Asbestos in Arms, Munitions, or War Materials

DEFCON 632 (02/07): Third party Intellectual Rights

DEFCON 637 (08/99): Defect Investigation and Liability

DEFCON 643 (07/04): Price Fixing

DEFCON 644 (10/98): Marking of Articles

DEFCON 648 (10/02): Availability of Information

DEFCON 651 (08/09): Review Board of Questions

DEFCON 656 (03/06): Break

DEFCON 691 (08/02): Timber and Wood-Containing Products

DEFCON Interpretive Notes

DEFCON

<u>No.</u>	<u>Paragraph</u>	<u>Definition Comments</u>
501	All	These definitions remain as stated and are for information purposes.
531	All	The duty of confidentiality described in this clause apply to information received by Supplier from both Oshkosh Defense, LLC and the U.K. MoD.
608	All	The obligation to provide access described in this clause shall be afforded to Oshkosh Defense, LLC and, where necessary, the U.K. MoD.
611	All	This DEFCON shall apply to property issued to Supplier by either Oshkosh Defense, LLC or the U.K. MoD.
632	16	Paragraph 16 explains the mechanics for flow-down as between Supplier and Oshkosh Defense, LLC
643	Appendix	Parts I and II of the Appendix to DEFCON 643 are included.
644	All	Marking requirements are as set forth in DEF-STAN 05-34, which is included in the attached DEFCONs for your reference.
648	Appendix	The Appendix to DEFCON 648 applies only to Purchase Orders



DEFCON
No.

Paragraph

Definition Comments

only exceeding the equivalent of £150,000 and where such Purchase Order was awarded on other than a low bid basis.

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DEFCON only applicable under conditions set forth in paragraph 6.