

12-45V - RELEASE OF CLAIMS

UPON COMPLETION AND FINAL ACCEPTANCE OF ALL WORK REQUIRED HEREUNDER, THE AMOUNT THEN DUE THE SELLER UNDER THIS ORDER WILL BE PAID UPON PRESENTATION OF A COMPLETE, CORRECT, PROPERLY EXECUTED, AND DULY CERTIFIED INVOICE AND, AFTER SELLER FURNISHES BUYER WITH A RELEASE, IF REQUIRED, OF ALL CLAIMS AGAINST BUYER ARISING UNDER OR BY VIRTUE OF THE ORDER. THE RELEASE REFLECTED BELOW MUST BE COMPLETED IN ITS ENTIRETY, AND SUBMITTED WITH SELLER'S FINAL INVOICE IN ORDER TO AVOID DELAYS IN PAYMENT.

RELEASE OF CLAIMS  
AGAINST  
ELECTRIC BOAT CORPORATION

WHEREAS, THE WORK AND SERVICES PROVIDED UNDER ELECTRIC BOAT PURCHASE ORDER NO. \_\_\_\_\_ DATED \_\_\_\_\_, AS SUPPLEMENTED, ENTERED INTO BETWEEN ELECTRIC BOAT CORPORATION ("BUYER") AND \_\_\_\_\_ ("SELLER") HAVE BEEN COMPLETED AND ALL MATTERS WITH RESPECT TO THE ADMINISTRATION OF SAID PURCHASE ORDER HAVE BEEN SATISFACTORILY AND FINALLY SETTLED WITHIN THE TERMS THEREOF; AND

(CHOOSE ONE)

WHEREAS, BY SUPPLEMENT NO. \_\_\_\_ THE PURCHASE ORDER PRICE HAS BEEN/ WILL BE (CHOOSE ONE) (INCREASED OR DECREASED) BY THE AMOUNT OF \_\_\_\_\_ AND \_\_\_\_\_/100 (\$ \_\_\_\_\_) DOLLARS, TO A FINAL FIRM FIXED-PRICE OF \$ \_\_\_\_\_. OR,

WHEREAS, THE TOTAL FIRM FIXED-PRICE OF THIS PURCHASE ORDER IS AND REMAINS \$ \_\_\_\_\_.

NOW THEREFORE, IN CONSIDERATION OF THE FINAL PAYMENT MADE/TO BE MADE, SELLER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY RELEASES ELECTRIC BOAT AND ITS OFFICERS, AGENTS AND EMPLOYEES, AND THE UNITED STATES OF AMERICA AND ITS OFFICERS AND EMPLOYEES, FROM ANY AND ALL CLAIMS, DEMANDS AND LIABILITIES WHATSOEVER IN CONNECTION WITH OR IN ANY WAY ARISING OUT OF SAID PURCHASE ORDER. SELLER CERTIFIES THAT IT HAS PAID ALL LABORERS, MATERIALMEN, SUBCONTRACTORS AND ANY OTHER INDEBTEDNESS CONNECTED WITH THE WORK AND THAT NO LIENS HAVE BEEN PLACED OR ARE ANTICIPATED TO BE PLACED ON THE PROPERTY TO WHICH THE ORDER PERTAINS.

BY SIGNING BELOW, I CERTIFY THAT I AM AN OFFICER, OWNER OR OTHERWISE A DULY AUTHORIZED AGENT OF THE CERTIFYING COMPANY OR ENTITY ("SELLER") WHO MAY BIND THE SELLER AND SIGN THIS DOCUMENT ON BEHALF OF THE SELLER.

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, ALL OF THE INFORMATION GIVEN IN THIS DOCUMENT IS CURRENT, ACCURATE AND COMPLETE AS OF THE DATE OF MY SIGNING BELOW.

I UNDERSTAND AND AGREE THAT MISREPRESENTATION OF THE FACTS SHALL, IN ADDITION TO ANY OTHER REMEDIES AVAILABLE AT LAW OR IN EQUITY, BE CAUSE FOR BUYER TO TERMINATE FOR DEFAULT ANY WORK BEING PERFORMED OR TO BE PERFORMED.

I ACKNOWLEDGE AND AGREE ON BEHALF OF THE SELLER THAT ALL OF THE INFORMATION HEREIN IS MATERIAL; THAT BUYER WILL BE RELYING ON THE INFORMATION AND CERTIFICATIONS PROVIDED BY THE SELLER HEREIN AND THAT IF ANY OF SELLER'S INFORMATION AND REPRESENTATIONS HEREIN CHANGE DURING THE PERIOD OF PERFORMANCE, SELLER SHALL PROVIDE IMMEDIATE WRITTEN NOTICE TO BUYER'S MATERIALS MANAGEMENT REPRESENTATIVE.

FOR: SELLER (INSERT FULL NAME OF COMPANY BELOW)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ADDRESS)

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(SIGNATURE)

TITLE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_