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| APPLICATION NO. | | | |  | | |  | | | BUYER’S CONTRACT NO. | | | | |  | | | |
|  | | | | | | (SELLER) |  | | | PURCHASE ORDER NO. | | | |  | | | | |
| INGALLS SHIPBUILDING (BUYER) | | | | | | |  | | | DATE | |  | | | | | | |
| APPLICATION FOR PARTIAL PAYMENT | | | | | | | | | | | | | | | | | | |
| In accordance with the stipulations of the contract dated       between Ingalls Shipbuilding (BUYER) and       (SELLER) covering       (hereinafter called the Contract Products), application is hereby made for a partial payment of the sum of ($     )       dollars based upon Progress Report(s) attached hereto and made a part hereof, and accompanying voucher. The undersigned hereby certifies that the statement of progress is true and correct; that the payment applied for and payments heretofore made or pending do not exceed      % of the value determined by the physical percentage of completion of the contract, that the amount of this payment when added to the total of all payments previously made does not exceed the Seller’s cost plus five percent (5%) of such cost, and in connection with said application there is submitted herewith an affidavit with respect to liens, etc., pertaining to said Contract Products and contract. | | | | | | | | | | | | | | | | | | |
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|  | | | |  | | | | | (Seller’s Company Name) | | | | | | | | | |
|  | | | | | | | By: | |  | | | | | | | | | |
| AFFIDAVIT | | | | | | | | | | | | | | | | | | |
| , being duly sworn, deposes and says 1. That he is       of the       (Seller’s Name), Contractor for furnishing of the aforesaid Contract Products and that as such it is his duty to know and he does know and is thoroughly familiar with (a) the conduct of the business of said company, (b) its financial condition and the status of its business transactions, and (c) the provisions of said contract  2. That in connection with the application No.       made by said contractor for partial payment under said contract, he has made due and diligent personal inquiry and has ascertained that there are no liens or rights in rem of any kind whatsoever against said Contract Products, or materials furnished by said contractor and incorporated therein or on hand for use in construction thereof, other than claims and liens of the  3. That no laborer or mechanic in the employ of said contractor has been permitted or required to work upon any part of the Contract Products in violation of the provisions of said contract.  4. That title to all material and equipment included as part of the value of work done and delivered to the contractor on which payments are made shall immediately be vested in the Buyer, and that all other conditions of said contract are being observed by the contractor in the prosecution of said contract. | | | | | | | | | | | | | | | | | | |
| STATE OF | |  | | | | |  | | |  | |  | | | | | | |
| COUNTY OF | | |  | | | |  | | | SS: | |  | | | | | | |
|  | Sworn to and subscribed before this | | | |  | | | | | | day of | |  | | | | 20 |  |
|  | | | | | | | | | | | | | | | | (NOTARY PUBLIC) | | |
| CERTIFICATE OF INSPECTOR | | | | | | | | | | | | | | | | | | |
| I certify that I am familiar with the construction of the above Contract Products and with the progress made thereon; that I have examined the Progress Report(s) supporting this application and find them to be true and correct. | | | | | | | | | | | | | | | | | | |
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|  | | |  | | | | | (Company Name) | | | | | | | | | | |
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|  | | |  | | | | | (Inspector) | | | | | | | | | | |