

(2) The term "discrimination" means the willful refusal or failure of a supplier, when requested by the Secretary of Defense or his designee, to supply petroleum products for the use of the Armed Forces of the United States under the terms of any contract or under the authority of the Defense Production Act, as amended (64 Stat. 798, 50 U.S.C. App. 2061-2166), the Emergency Petroleum Allocation Act, as amended (Public Law 93-159); or under the provisions of any other authority, on terms not inconsistent with the applicable Armed Services Procurement Regulations, as amended from time to time, and at prices which are fair and reasonable and do not exceed prices received for similar products and quantities from other domestic or foreign customers. Disagreements as to price or other terms or conditions shall be disputes as to questions of fact to be resolved in the manner prescribed by the applicable Armed Services Procurement Regulations, as amended from time to time, for the settlement of disputes arising out of contracts and shall not be a basis for delay or refusal to supply petroleum products.

15 USC 751 note.

(3) The term "supplier" means any citizen or national of the United States, any corporation organized or operating within the United States, or any organization controlled by any United States citizen, national, or corporation organized or operating within the United States, engaged in producing, refining or marketing of petroleum or petroleum products.

(f) Any supplier who willfully discriminates as prohibited by subsection (b) (1) of this section shall, upon conviction, be fined not more than \$100,000 or imprisoned for not more than two years, or both.

Penalty.

(g) If any provision of this section or the application thereof to any person or circumstances is held invalid, the validity of the remaining provisions of this section and the application of such provision to other persons and circumstances shall not be affected thereby.

(h) The provisions of this section shall expire two years after the date of enactment of this Act, except that—

Expiration.

(1) any supplier who, before the date of the expiration of this section, willfully violated any provision of this section shall be punished in accordance with the provisions of such section as in effect on the date the violation occurred;

(2) any proceeding relating to any provision of this section which is pending at the time this section expires shall be continued by the Attorney General as if this subsection had not been enacted, and orders issued in any such proceeding shall continue in effect as if they had been effectively issued under this section before the expiration thereof or until otherwise terminated by appropriate action;

(3) the expiration of this section shall not affect any suit, action, or other proceeding lawfully commenced before the expiration of this section, and all such suits, actions, and proceedings shall be continued, proceedings therein had, appeals therein taken, and judgments therein rendered, in the same manner and with the same effect as if this section had not expired; and

(4) the provisions of this section relating to the improper publication or disclosure of information shall continue in effect, in the same manner and with the same effect as if this section had not expired, with respect to any publication or disclosure (prohibited by such section before the expiration thereof) made after the expiration of such section if the information published or disclosed was obtained under authority of this section before the expiration of this section.