



TERMS AND CONDITIONS

Section 1 – GENERAL PROVISIONS

1. **OFFER AND ACCEPTANCE.** These Terms and Conditions, together with the related purchase order (collectively, the “Order”), constitute an offer to buy goods or services according to the description and other terms as outlined and set forth on the related purchase order, subject to these Terms and Conditions. Acceptance of this Order is limited to these Terms and Conditions. Buyer hereby objects to additional or different terms offered by Seller in its sales order acknowledgement or any other document provided by Seller. Such additional or different terms shall not become a part of this Order without Buyer’s express written consent. Seller’s issuance of a sales order acknowledgement, shipment of goods or commencement of work hereunder shall constitute Seller’s acceptance of this Order. These terms and conditions, together with any referenced exhibits, attachments or other documents, constitute the entire agreement between the Parties with respect to the subject matter of this Order, and supersede any prior or contemporaneous written or oral agreements pertaining thereto.

2. **CHANGES.** Buyer shall have the right by written notice to suspend or stop work or to make changes from time to time in the services to be rendered or the goods to be furnished by Seller hereunder, or to the delivery time or place. In such event, an equitable adjustment in the purchase price or the time of performance, or both which is mutually satisfactory to Buyer and Seller will be made, provided that any claim by Seller for such an adjustment shall be deemed waived unless written notice is given to Buyer within thirty (30) days following Seller’s receipt of such changes or notice of suspension. A price increase or extension of time shall not be binding upon Buyer unless it has issued a purchase Order change. Nothing in this Section 2 shall excuse Seller from proceeding with the Order as changed pending resolution of Seller’s claim.

3. **WARRANTIES.** Seller warrants that all goods and services will be furnished in strict accordance with the provisions of this Order, the specifications, drawings and other descriptions furnished by Buyer or Seller, will be free of defects in design, workmanship and material; will be merchantable and fit for the purposes for which such goods and services are intended, and will comply with all federal, state and local laws, rules, regulations and standards relating to such goods or services. Seller further warrants title to the goods and that the goods will be delivered free and clear of all liens, claims or encumbrances. Buyer’s approval of Seller’s drawings, if applicable, shall not relieve Seller of any of its warranties. The warranties of Seller shall survive inspection, test and acceptance and shall flow to the Buyer and its customer. Buyer’s rights and remedies for any breach of the foregoing warranties shall be as set forth under the clause “inspection,” in addition to those rights and remedies provided elsewhere in this Order or by law.

4. **INSPECTION.** All goods and services will be subject to inspection and rejection or acceptance by Buyer during manufacture, after delivery at final destination, and/or during any required testing. The Buyer may also reject any goods or services found to be defective, nonconforming or failing to meet any of Seller’s Warranties. Upon rejection, Buyer may, in its sole discretion, return such goods to Seller, at Seller’s sole risk and expense, for rework or replacement, in which case Seller agrees to ship conforming goods within ten days of Seller’s receipt of the rejected goods or such longer period of time as may be agreed to by Buyer in writing. If Buyer determines, in its sole discretion, that Seller is unable to rework or replace the goods within the time required by Buyer, Buyer may; (i) rework or have another supplier rework the goods or services, as the case may be, the cost of such rework to be paid by Seller; or (ii) return the goods to Seller for full credit and obtain replacement goods from an alternate source, at the Seller’s expense; or (iii) produce replacement goods at Seller’s expense. All services found to be defective, nonconforming or failing to meet any of Seller’s warranties shall be completely reperfected at Seller’s expense.

5. **INTELLECTUAL PROPERTY INDEMNITY.** Seller warrants that all goods and services (for purposes of this Section 5 “Items”), provided by Seller pursuant to this Order, which are not of Buyer’s design, shall not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country and that Buyer’s customers shall be free from any such claims. Except to the extent that the U.S. Government assumes liability therefore, Seller agrees to defend, indemnify, and hold harmless Buyer and its customers from and against any claims, damages, losses, costs, and expenses (including all investigation costs and expenses including attorneys’ fees), arising out of any action by a third party that is based upon a claim that the work performed or delivered under this Order infringes or otherwise violates the intellectual property rights of any person or entity. Without limiting the foregoing indemnification, Seller may replace or modify infringing items with comparable items acceptable to Buyer of substantially the same form, fit, and function so as to remove the source of infringement, and Seller’s obligations under this Order shall apply to the replacement and modified items. If the use or sale of any of the above items is enjoined as a result of such claim, suit or action, Seller, at no expense to Buyer, shall obtain for Buyer and its customers the right to use and sell said item. Seller’s obligation to defend, indemnify, and hold harmless Buyer and its customers under Section 5 shall not apply to the extent FAR 52.227-1 “Authorization and Consent” applies to Buyer’s Prime Contract for infringement of a U.S. patent and Buyer and its customers are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorney’s fees by a third party.

6. **INDEMNIFICATION.** The Seller hereby assumes entire responsibility for any injury to persons, including death, or damage to property of any kind or nature caused by, resulting from, or in connection with, the furnishing of goods or services, by Seller, his contractors, officers, agents, or employees.



The Seller will defend, indemnify and hold harmless the Buyer, the Buyer's officers, agents and employees from and against any all claims, suits, losses, damages, and expenses resulting from such injury or damages and incurred by or awarded against the Buyer. The Seller further agrees to assume the defense thereof and to defend the same at the Seller's own expense. The Buyer shall not be responsible for any injury to persons or damage to property, resulting from the use, misuse or failure of any products furnished to Seller by Buyer and the use of any such products by the Seller shall constitute acceptance by Seller of all responsibility for any claims for such injury or damage.

7. SAFETY AND WORKMEN'S COMPENSATION. If any work under this Order is to be performed on Buyer's premises, Seller shall perform such work in accordance with the safety rules of Buyer; Seller shall indemnify and save harmless Buyer, Buyer's employees, agents, licensees and invitees from any and all losses, costs, damages, claims and expenses (including reasonable attorney's fees) of any nature whatsoever relating to: (i) injuries, occupational diseases or deaths of any employees or subcontractor of Seller to the extent compensable under the workmen's compensation laws of any State; (ii) bodily Injuries, or property damage caused by the negligent or wrongful act of the Seller, any subcontractor of his, or any employee or agent of either; (iii) unemployment compensation or insurance, security taxes, or other federal, state or municipal taxes, contributions or benefit payments measured by or based on employment or such employees.

8. INSURANCE. Seller shall maintain the following minimum insurance coverage and limits: Statutory Workers' Compensation coverage and Employers' Liability with a limit of \$1,000,000 per person and \$2,000,000 per occurrence; Commercial General Liability (including bodily injury and property damage, products / completed operations coverage and contractual liability coverage) with a limit of \$1,000,000 per person and \$2,000,000 per occurrence. When applicable to Seller's performance on the Order, Seller shall also maintain (i) Automobile Liability coverage with a limit of \$1,000,000 per accident; and (ii) Professional Liability covering the services provided by Seller under this Order. Upon Buyer's request, Seller shall (i) provide Buyer with certificates of insurance evidencing required insurance, (ii) arrange for a waiver of subrogation in favor of Buyer and / or (iii) in the case of the Commercial General Liability and Automobile Liability policies direct that Buyer be added as an additional insured. Seller's failure for any reason to obtain and maintain the above required or any other insurance shall not relieve Seller of any obligation contained in this Order. Additionally, any receipt or approval by Buyer of any of Seller's insurance policies shall not relieve Seller of any obligation contained in this Order.

9. SELLER'S PURCHASES. Seller acknowledges and agrees that if any products or services required for filling this Order are manufactured or sold by Buyer, those products and services will be purchased from Buyer provided Buyer's price and delivery date are competitive.

10. QUALITY ASSURANCE. Seller will maintain a quality assurance system which is adequate to detect and prevent shipment of nonconforming goods. Buyer reserves the right to evaluate the adequacy of Seller's quality assurance system, and upon request, seller shall provide the Buyer with appropriate quality assurance documentation, manuals or certifications.

11. BUYER'S PROPERTY. Unless otherwise agreed in writing, all materials, tools, equipment, drawings or other property supplied or paid for by the Buyer as part of this Order shall be and remain the Buyer's property. Any property of the Buyer: (i) shall be subject to repossession or removal by the Buyer upon Buyer's instructions; (ii) shall be used only in filling this Order and any similar orders from the Buyer, (iii) while in Seller's custody and control shall be clearly marked, maintained in inventory, and kept segregated or identifiable, and (iv) while in Seller's possession/custody, or under its control, shall be held and maintained by Seller at the Seller's expense and kept insured by Seller at Seller's expense in an amount equal to the replacement cost thereof, with loss payable to the Buyer. When so instructed by the Buyer, the Seller shall deliver Buyer's property to the Buyer (or to any other person the Buyer may designate), in good condition, ordinary wear and tear excepted. If Seller fails to return Buyer's property upon Buyer's demand, Buyer shall have the right, upon reasonable notice, to enter Seller's premises and remove any such property at any time without being liable for trespass or damages of any sort.

12. CONFIDENTIALITY.

a. Except as otherwise specifically agreed in writing, all information disclosed by the Buyer to the Seller ("Buyer's Information") shall be in confidence. Seller shall take all reasonable precautions to prevent any of Buyer's Information from being divulged to third persons not employed by Seller, including having recipients acknowledge the confidential status of such information and agreeing to similar restrictions. This obligation of confidence shall survive termination of this Order and will continue for three (3) years thereafter.

b. Seller shall not publish, distribute, or use any information developed under or about the existence of this Order, or use Seller's name, logo, trademark, service mark, or trade dress for the purpose of advertising, making a news release, creating a business reference, creating a website content or for goods or service endorsement without prior written approval of Buyer.

c. This Section shall apply to any Order that does not incorporate an existing non-disclosure, confidentiality or other comparable agreement ("NDA") executed between Buyer and Seller; this section shall not apply to any Order that does incorporate such an NDA.



13. PROPRIETARY RIGHTS.

a. Except to the extent provided in any NDA, all specifications, information, data, drawings, software and other items supplied to Buyer by Seller shall be disclosed to Buyer on a non-proprietary basis and may be used and/or disclosed by Buyer without restriction.

b. All specifications, information, data, drawings, software and other items which are (i) supplied to Seller by Buyer or (ii) obtained or developed by Seller in the performance of this Order or paid for by Buyer shall be proprietary to Buyer, shall be used only for purposes of providing goods or services to Buyer pursuant to this Order, and shall not be disclosed to any third-party without Buyer's express written consent. All such items supplied by Buyer or obtained by Seller in performance of this Order or paid for by Buyer shall be promptly provided to Buyer on request or upon completion of this Order.

c. Any invention or intellectual property first made or conceived by Seller in the performance of this Order or which is derived from or based on the use of information supplied by Buyer shall be considered to be the property of Buyer; and Seller shall execute such documents necessary to perfect Buyer's title thereto. Items delivered under this Order shall be delivered with the right to copy or use for either internal use and/or copy and deliver (with the right to use) to Buyer's customers. All reports, memoranda, or other materials in written form, including machine readable form, prepared by Seller pursuant to this Order and furnished to Buyer by Seller hereunder shall become the sole property of Buyer.

d. Any work performed pursuant to this Order which includes any copyright interest shall be considered a "work made for hire." To the extent any of such works do not qualify as a "work made for hire", Seller hereby assigns, transfers and otherwise conveys to Buyer, throughout the universe, all its intellectual property rights (including its copyright rights), in such works effective immediately upon creation of such works, including when they are first fixed in a tangible medium.

e. Notwithstanding any of the foregoing Section 9.a. through 9.d., any U.S. Government Procurement Regulations incorporated into this Order shall, when applicable, take precedence over any conflicting provision of this Section 9 to the extent that such Regulations so require. The incorporation by reference of such U.S. Government Regulations dealing with subcontractors' rights in Technical Data, subject inventions, copyrights, software and similar intellectual property are not intended to, and shall not, unless otherwise required by applicable law, obviate or modify any greater rights which Seller may have previously granted to Buyer pursuant to prior agreements between the Parties.

f. In addition to the Government's rights (if any) in data and inventions, Seller agrees that Buyer, in the performance of any prime contract obligation, shall have a global, unlimited, irrevocable, paid-up, royalty-free right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works, and authorize others to do any, some or all of the foregoing, any and all, inventions, discoveries, improvements, maskworks, and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered in performance of this Order. Seller certifies the originality of all deliverable items and states that no portion is protected by any copyright or similar right vested in any third party.

14. PRICE. Buyer shall not be billed at a price higher than the price last charged or quoted by Seller for the same items unless a higher price is authorized by this Order or by a purchase Order change. Seller represents that the price charged for the items covered by this Order is the lowest price charged by Seller to buyers of a class similar to Buyer purchasing in quantities and under circumstances comparable to those specified in this Order. Any price reduction in goods the same as those covered by this Order made by Seller after the placement of this Order and prior to Buyer's receipt of the goods shall apply to this Order.

15. SHIPMENT, PACKAGING AND ROUTING. Shipments must be packaged according to standard industry specifications or, if not covered in specifications so as to permit efficient handling, provide adequate protections, and comply with requirements of carrier. Damage resulting from improper packaging will be charged to Seller. Unless otherwise agreed, no charges will be allowed for packaging, boxing, crating, returnable, containers, drayage, cartage, demurrage or dunnage. Seller shall route shipment as instructed.

16. DELIVERY DATE. Time is of the essence regarding this Order and the Seller's timely performance is a critical element of this Order. If Seller becomes aware of difficulty in performing the work, Seller shall timely notify Buyer, in writing, giving pertinent details. This notice shall not change any delivery schedule. If delivery of the goods or services is not completed at the time or times stated in this Order, Buyer reserves the right, without liability and in addition to its other rights and remedies, to terminate this Order by notice, effective immediately upon receipt by the Seller, and arrange for completion of performance, by the purchase of substitute goods or services and charge Seller with all loss and damage incurred. No term or provision



of this Order for the delivery of goods in installments shall be construed as making the Seller's obligation severable. Shipments sent C.O.D, without Buyer's written consent will not be accepted and will be at Seller's risk. Neither party shall be liable for damages for any delay arising out of causes beyond its reasonable control and without its fault or negligence, including but not limited to, act of God, acts of the other party, acts of civil or military authority, labor disputes, fire, or shortage of power.

17. TERMINATION. Buyer may terminate this Order in whole or in part at any time upon Buyer's written notification to the Seller, as follows:

a. At Buyer's Convenience. Buyer's liability shall not exceed the cost of the existing "finished goods" inventory. Such inventory shall not be greater than that required to fulfill the next delivery schedule within thirty (30) days following the date of termination, The existing "work in process" inventories required to fulfill an additional thirty (30) days of deliveries shall also be included. In no event shall Buyer have any liability for inventories in either category which are readily useable or re-saleable.

Definitions:

"Finished Goods" shall mean goods or services that have passed final inspection or acceptance test and are waiting delivery.

"Work in process" shall mean material in varying stages of completion with some degree of labor applied and/or individual piece parts and/or raw material in stage of completion no more than necessary to meet delivery schedules.

b. For Seller's default. In the event: (i) Seller fails to deliver the goods or services within the stated time period and same has not been cured by Seller within 10 days after written notice from Buyer, or (ii) Seller becomes the subject of any proceedings under state or federal law for the relief of debtors or otherwise becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, then Buyer may terminate this Order for default. In such event, Buyer shall have all rights and remedies provided in this Order and at law. In the event of termination for any reason, Buyer may notify the Seller that all right, title, and interest in and to all or any portion of materials acquired by the seller for the performance of this Order, work-in-process or completed goods specified in such notice shall pass immediately to Buyer. Buyer shall have the right to enter upon the premises where such property is located and take possession thereof.

18. STANDARDS OF BUSINESS ETHICS AND CONDUCT. By the acceptance of this Order, Seller represents that it has not participated in any conduct in connection with this Order that violates the Buyer's Code of Conduct (copy available upon request and publicly available at <https://platformaerospace.com/about-2>) or, alternatively, the equivalent business ethics and conduct standards of Seller. If, at any time, Buyer determines that Seller is in violation of the applicable Standards of Business Ethics and Conduct, Buyer may cancel this Order upon written notice to Seller and Buyer shall have no further obligation to Seller.

19. MISCELLANEOUS.

a. Any waiver or failure of Buyer to require strict compliance with the provisions of this Order in any respect shall be in writing and shall not be deemed a waiver of Buyer's right to insist upon strict compliance thereafter.

b. This Order shall not be modified without the express written approval of the Buyer.

c. This Order shall not be modified or assigned, and the monies due hereunder shall not be assigned without the prior written consent of Buyer.

d. Buyer shall have the right at all times to set-off any amount owed from Seller to Buyer or any of its affiliated companies against any amount payable by Buyer to Seller.

e. Buyer retains generally all rights and remedies granted to it by operation of law, in addition to those set forth herein.

f. This Order is governed by and construed in accordance with the laws of the State of Maryland, without regard to their conflicts-of-law provisions, except that any provision in this Order that is incorporated in full text or by reference from the Federal Acquisition Regulation ("FAR") or any agency regulation that implements or supplements the FAR, or that is substantially based on any such agency regulation or FAR provision, shall be governed and construed according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the United States Government.



g. The Parties irrevocably and unconditionally agree to not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Order, in any forum other than the courts of the State of Maryland, and any appellate court from any thereof. The Parties irrevocably and unconditionally submit to the exclusive jurisdiction the courts of the State of Maryland.

h. If any provision of this Order or application thereof is found invalid, illegal or unenforceable by law, the remainder of this Order will remain valid, enforceable and in full force and effect, and the Parties will negotiate in good faith to substitute a provision of like economic intent and effect.

20. TAXES. No charges will be allowed for import duties, transportation, packaging, returnable containers, or documentation unless otherwise agreed in writing. All sales, use, excise or similar taxes to be paid by Buyer must be itemized separately hereon and on invoices.

21. BUYER'S ACCESS TO SELLER RECORDS AND FACILITIES. Seller shall maintain general records relating to this Order for a minimum period of five (5) years after completion of final delivery of materials, goods or services pursuant to this Order or for such longer period as required by statute or as may be specified elsewhere in this Order. In order to assess Seller's work quality, conformance with Buyer's specifications and compliance with this Order, and Seller's overall financial condition, Buyer or its authorized agents and representatives shall have the right at any time during normal business hours of Seller and with adequate notice to Seller to inspect all relevant (i) records relating to any of Seller's obligations under this Order, (ii) materials and services related in any way to the goods, including purchased tooling, (iii) furnished property, and (iv) required tooling.

22. SURVIVABILITY. Seller's obligations that by their very nature must survive expiration, termination or completion of this Order, including but not limited to obligations under the Warranties, Intellectual Property Indemnity, Indemnification, Buyer's Property, Confidentiality, Proprietary Rights, Termination, Miscellaneous, Taxes, Buyer's Access to Sellers Records and Facilities, and Compliance with Law provisions of this Order, shall survive expiration, termination or completion of this Order.

23. COMPLIANCE WITH LAW.

a. Seller warrants that the goods to be furnished and the services to be rendered under this Order shall be manufactured, sold, used and rendered in compliance with all relevant federal, state, local law, orders, rules, ordinances, and regulations, including but not limited to all U.S. laws and regulations and the laws and regulations of Seller's place of performance, and in compliance with applicable international prohibitions on child labor. Seller certifies that with respect to the production of the goods and/or the performance of the services covered by this Order, it has fully complied with Sections 6, 7, 12, and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof, if applicable.

b. Seller acknowledges that its actions may subject it and Buyer to liability under the United States Foreign Corrupt Practices Act, 15 U.S.C. § 78 et seq. (the "FCPA"), the anti-corruption laws, regulations, and policies of the home country of any supplier to this Order, the United States of America, and/or the anti-corruption laws, regulations, and policies of any other country with jurisdiction over the activities performed pursuant to this Order (together and individually hereinafter referred to as the "Anti-Corruption Requirements").

c. Seller represents and warrants to, and covenants and agrees with Buyer that:

1. Seller is familiar with the prohibitions under the Anti-Corruption Requirements, and, in particular, it is familiar with the requirements described in clause 19(c)(3).

2. No compensation payable hereunder has been used, nor will be used, for any activity or purpose where a reasonable belief exists that the Anti-Corruption Requirements would be violated or that Seller or Buyer would be exposed to liability under the Anti-Corruption Requirements.

3. In connection with its performance of this Order, Seller has not, and has not either agreed to or directly or indirectly, offered, paid, given, promised to pay or give, or authorized the payment or giving of any money, gift, loan, fee, reward, advantage or anything of value, and will not either agree to or directly or indirectly, offer, pay, give, promise to pay or give, or authorize the payment or giving of any money, gift, loan, fee, reward, advantage, or anything of value to:

(i) (A) any officer or employee of a foreign government or any department or agency thereof, whether at the national, regional, or local level, (B) any officer or employee of any entity, enterprise or organization that is owned or controlled by a foreign government or any department or agency thereof; (C) any officer or employee of a public international organization, (D) any person acting in an official capacity for or on behalf of any such government or department, agency, entity, enterprise, or organization, or (E) any member of a political party or candidate for public office in a foreign country (together and individually hereinafter referred to as "Government Official");



(ii) any customer, or any officer, director, employee of a customer, or any shareholder or beneficial owner of shares in a customer or any affiliate of a customer or any person who has or exercises control over the customer or any affiliate of the customer (together and individually hereinafter referred to as "Customer Personnel").

(iii) any person while knowing or having reason to know that all or a portion of such money, gift, loan, fee, reward, advantage, or thing of value will be offered, paid, given or promised, directly or indirectly, to any Government Official or Customer Personnel ("Restricted Person"); or

(iv) any relative, close associate, agent or representative of a Government Official, Customer Personnel, or Restricted Person, for the purpose of: (A) influencing or attempting to influence any act or decision of any Government Official, Customer Personnel, or Restricted Person acting in an official capacity, or influencing or attempting to influence any Government Official, Customer Personnel, or Restricted Person to do or omit to do any act in violation of his, her or its lawful duty, obligation or responsibility; (B) inducing or attempting to induce a Government Official, Customer Personnel or Restricted Person to use his, her, or its influence to affect or influence any act or decision of a customer, a foreign government, a foreign agency, a public international organization or department thereof, or any entity, enterprise or organization controlled by a foreign government, a foreign agency or a public international organization (C) rewarding a Government Official, Customer Personnel, or Restricted Person for doing or forbearing to do anything in respect of any matter or transaction; or (D) assisting Seller or Buyer in obtaining or retaining business, improving profitability or revenues of Buyer or Seller, or receiving any improper advantage by securing business, or directing business for, with, or to any person.

4. None of Seller's principals, consultants, subcontractors, officers, directors, shareholders, employees or agents is a Government Official, Customer Personnel, or Restricted Person unless approved by Buyer. Neither Seller nor any of its principals, consultants, subcontractors, shareholders, directors, officers, employees or agents has performed or will perform any act which Buyer could reasonably believe would constitute a violation of the Anti-Corruption Requirements or which Buyer could reasonably believe would cause Buyer to be in violation of the Anti-Corruption Requirements, or present a credible risk, as determined by Buyer, of a violation of the Anti-Corruption Requirements.

5. If at any time Seller becomes aware of information or circumstances that suggest any of the representations, warranties, and covenants referenced in this Section 22 may not be accurate, it shall notify Buyer immediately in writing, but not more than seven (7) days after becoming aware of such circumstances.

6. No Government Official, Customer Personnel or Restricted Person has a right to share directly or indirectly in any compensation payable under this Order. No payment will be made hereunder to any person other than Seller; and no payment will be made to Seller under this Order other than the payment of the compensation in accordance with the terms hereof.

7. In connection with this Order Seller shall maintain books, records, and accounts, which in reasonable detail, accurately and fairly reflect the transactions and asset dispositions of Seller and allow Buyer to maintain accurate books and records and comply with the requirements for internal management controls set forth in the Anti-Corruption Requirements as well as relevant U.S. laws and regulations.

8. Any modification or amendment to this Order shall be deemed a re-certification of the accuracy and truthfulness of the foregoing representations and warranties of this Section.

d. Seller warrants that it and its officers, employees or representatives (i) have complied with the Anti-Kickback Act of 1986 and has not offered or given and will not offer or give to any employee, agent, or representative of Buyer any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986 and (ii) have not, for the purpose of improperly obtaining or rewarding favorable treatment in connection with the award of this Order to Seller from Buyer: (1) provided, attempted to provide, or offered to provide any kickback; (2) solicited, accepted, or attempted to accept any kickback; or (3) included, directly or indirectly, the amount of any kickback prohibited by (1) or (2) of this Section in the price charged by Seller to Buyer under this Order. Any breach of this warranty shall constitute a material breach of this Order. For purposes of this Section, the term "kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to Buyer or Buyer's officers, employees or representatives, including any of their family members, subcontractors, or subcontractor employees, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Order. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.

e. Seller warrants that all goods delivered under this Order are in conformance with the latest Occupational Safety and Health Act of 1970 ("OSHA") requirements.



f. Seller warrants that in the performance of this Order, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations.

g Seller warrants that it has and shall maintain all registrations and licenses and shall obtain permits all as required to perform the work hereunder.

h. Seller further agrees to defend, indemnify and hold Buyer harmless from any loss, damage, fine, penalty, or expense arising from Seller's failure to meet the warranties and certifications in this Section 23. These obligations are separate from, and do not limit, restrict, or replace any other rights or remedies the Buyer may have under these Terms and Conditions or under applicable law.

END OF SECTION

Section 2 - U.S. GOVERNMENT CONTRACT PROVISIONS FROM THE FEDERAL ACQUISITION REGULATION (FAR) AND THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

- 1. When the materials or products furnished are for use in connection with a U.S. Government contract or subcontract, in addition to the foregoing General Provisions, the following provisions shall apply, as required by the terms of the prime contractor or by operation of law or regulation. In the event of a conflict between these FAR provisions and the General Provisions, the FAR provisions shall control. Clauses in this document may not be applicable to specific orders due to the type of subcontract/purchase order to be issued, dollar thresholds under requirements of the FAR, DFARS or Public Law or Mandatory Flow Down requirements of a particular prime contract. Clauses not applicable for these reasons shall not be removed from this document and will be considered by all parties to be without force and effect.
- 2. The following clauses set forth in the FAR in effect as of the date of the prime contract are incorporated herein by reference with the same force and effect as if they were set forth herein in full text. In all clauses listed herein, the terms "Government," "Contracting Officer," and "Contractor" shall be revised to suitably identify the contracting parties herein and affect the proper intent of the provision, except where further clarified or modified below. "Subcontractor," however, shall mean "Seller's Subcontractor" under this purchase order. The Seller, by signing its offer, hereby certifies compliance with the following clauses and is, therefore eligible for award. A full copy of the FAR may be accessed at: www.acquisition.gov

A. APPLICABLE TO ALL ORDERS:

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- 2. Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements 52-203-19
- 3. Security Requirements..... 52.204-2
- 4. Annual Representations and Certifications 52.204-8
- 5. Personal Identify Verification of Contractor Personnel..... 52.204-9
- 6. Service Contract Reporting Requirements (subject to the thresholds and contract types specified in FAR 4.1705) 52.204-14
- 7. Service Contract Reporting Requirements for Indefinite Delivery Contracts (subject to the thresholds and contract types specified in FAR 4.1705) 52.204-15
- 8. Incorporation by Reference of Representations and Certifications..... 52.204-19
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- 11. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Excluding (b)(2))..... 52.204-25
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- 13. Material Requirements 52.211-5
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- 15. Defense Priority and Allocation Requirements..... 52.211-15
- 16. Contract Terms and Conditions Required to Implement Statutes or Executive Orders– Commercial Items (DEVIATION) (includes all Statutes or Orders issued)..... 52.212-5
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18. Limitations on Pass-Through Charges-Identification of Subcontract Effort.....	52.215-22
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25. Non-displacement of Qualified Workers (Service Orders Only).....	52.222-17
26. Child Labor – Cooperation with Authorities and Remedies (Deviation 2020-00019)(July 2020)	52.222-19
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32. Hazardous Material Identification and Material Safety Data – Government” means “Government and Buyer”	52.223-3
33. Notice of Radioactive Materials.....	52.223-7
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36. IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.....	52.223-16
37. Contractor Policy to Ban Text Messaging while Driving	52.223-18
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39. Privacy Training	52.224-3
40. Buy American Act - Supplies	52.225-1
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42. Trade Agreement	52.225-5
43. Trade Agreements – Certificate	52.225-6
44. Duty-Free Entry	52.225-8
45. Restrictions on Certain Foreign Purchases	52.225-13
46. Place of Manufacturer (Applicable to Solicitations)	52.225-18
47. Contractors Performing Private Security Functions Outside the United States	52.225-26
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50. Refund of Royalties	52.227-9
51. Filing of Patent Applications – Classified Subject Matter	52.227-10
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53. Patent Rights-Ownership by The Government	52.227-13
54. Rights in Data – General.....	52.227-14
55. Additional Data Requirements	52.227-16
56. Commercial Computer Software License	52.227-19
57. Workers Compensation Insurance (Defense Base Act)	52.228-3
58. Workers Compensation and War-Hazard Insurance Overseas	52.228-4
59. Insurance – Work on a Government Installation	52.228-5
60. Limitation on the Withholding of Payments.....	52.232-9
61. Progress Payments	52.232-16
62. Interest	52.232-17
63. Performance-Based Payments	52.232-32
64. Unenforceability of Unauthorized Obligations	52.232-39



65. Providing Accelerated Payments to Small business Subcontracts	52.232-40
66. Protest After Award	52.233-3
67. Applicable Law for Breach of Contract Claim	52.233-4
68. Industrial Resources Developed Under Defense Production Act Title III.....	52.234-1
69. Accident Prevention	52.236-13
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72. Privacy or Security Safeguards	52.239-1
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76. Competition in Subcontracting	52.244-5
77. Subcontracts for Commercial Items and Commercial Components	52.244-6
78. Reporting Nonconforming Items.....	52.246-26
79. Government Property (or Alt I or Alt II, the Buyer shall so specify, If Buyer does not specify the requirement will default to the basic clause)	52.245-1
80. Government Property Installation Operation Services	52.245-2
81. Uses and Charges	52.245.9
82. Preference for U.S. – Flag Air Carriers	52.247-63
83. Preference for Privately Owned U.S. – Flag Commercial Vessels	52.247-64
84. Termination for Convenience of the Government (Fixed –Price) (Short Form)	52.249-1
85. Termination for the Convenience of the Government (Educational and other Non-Profit Institutions)	52.249-5
86. Computer Generated From.....	52.253-1

B. ORDERS OVER \$10,000 ALSO INCLUDE THE FOLLOWING:

1. Walsh-Healy Public Contracts Act (Over \$15,000)	52.222-20
2. Prohibition of Segregated Facilities	52.222-21
3. Equal Opportunity	52.222-26
4. Notification of Visa Denial.....	52.222-29
5. Affirmative Action for Workers with Disabilities	52.222-36
(The Contractor (Buyer) and subcontractor (Seller) shall abide by the requirements of 41 CFR 60-741.5(a))	
6. Notification of Employee Rights Under the National Labor relations Act (para f only)	52.222-40
7. Buy American Act North American Free Trade Agreement – Israeli Trade Act (over \$25,000)	52.225-3
8. Buy America Act—Free Trade Agreements—Israeli Trade Act June 2009 Alt I (Jan 2004)	52.225-3
9. Buy America Act—Free Trade Agreements—Israeli Trade Act June 2009 Alt II (Jan 2004)	52.225-3
10. Buy American Act North American Free Trade Agreement – Israeli Trade Act Certificate (over \$25,000)	52.225-4

C. ORDERS OVER THE SIMPLIFIED ACQUISITION THRESHOLD INCLUDE THE FOLLOWING:

1. Certificate of Independent Price Determination	52.203-2
2. Gratuities	52.203-3
3. Covenant Against contingent Fees.....	52.203-5
4. Restrictions on Subcontractor Sales to the Government	52.203-6
5. Anti-Kickback Procedures (less paragraph (c) (1))	52.203-7
6. Cancellation, Rescission, and Recovery of funds for Illegal or Improper Activity.....	52.203-8
7. Price or Fee Adjustment for Illegal or Improper Activities	52.203-10
8. Limitation on Payments to Influence Certain Federal Transactions	52.203-12
9. Preventing Personal conflicts of Interest for Employees Performing Acquisition functions.....	52.203-16
10. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower	



Rights.....	52.203-17
11. Women-Owned Business (Other than Small Business)	52.204-5
12. Audit and Records – Negotiation	52.215-2
13. Integrity of Units Prices	52.215-14
14. Contract Work Hours and Safety Standards Act – Overtime Compensation	52.222-4
15. Non-displacement of Qualified Workers (Service Contracts)	52.222-17
16. Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (The Contractor (Buyer) and subcontractor (Seller) shall abide by the requirements of 41 CFR 60-300.5(a))	52.222-35
17. Employment Reports on Disabled Veterans and Veterans of the Vietnam Era, and Other Eligible Veterans...	52.222-37
18. Compliance With Veteran’s Employment Reporting Requirements	52.222-38
19. Drug-Free Workplace	52.223-6
20. Estimate of Percentage of Recovered Material Content for EPA-Designated Products	52.223-9
21. Notice and Assistance Regarding Patent and Copyright Infringement.....	52.227-2
22. Federal, State, and Local Taxes	52.229-3
23. Bankruptcy	52.242-13
24. Change Order Accounting	52.243-6
25. Subcontracts (paragraphs (h) and (l) only apply)	52.244-2
26. Inspection of Supplies, Fixed Priced Contracts	52.246-2
27. Inspection of Services, Fixed Price Contracts	52.246-4
28. High-Level Contract Quality Requirement.....	52.246-11
29. Responsibility for Supplies	52.246-16
30. Value Engineering.....	52.248-1
31. Termination for Convenience of the Government (Fixed-Price) – “Government: shall mean “Buyer”. In paragraph (c), the term “120 days” is changed to “60 days.” The term “one year” in paragraph (e) is changed to “six months.” The term “90 days” in paragraph (l) is changed to “forty-five days,” per 49.502 (e)	52.249-2
32. Default (Fixed Price Supply and Service)	52.249-8

D. ORDERS OVER \$700,000 ALSO INCLUDE THE FOLLOWING:

1. Pension Adjustment and Asset Reversions.....	52.215-15
2. Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions	52.215-18
3. Notification of Ownership Changes	52.215-19
4. Small Business Subcontracting Plan \$700K	52.219-9
5. Liquidated Damages – Subcontracting Plan	52.219-16
6. Code of Business Ethics and Conduct (over \$5.5 million).....	52.203-13
7. Display of Hotline Poster (over \$5.5 million).....	52.203-14
8. Pre-award On-Site Equal Opportunity Compliance Evaluation (over \$10 million).....	52.222-24

E. UNLESS OTHERWISE EXEMPT ALSO INCLUDES THE FOLLOWING:

1. Price Reduction for Defective Cost or Pricing	52.215-10
2. Price Reduction for Defective Cost or Pricing Data – Modifications	52.215-11
3. Subcontractor Cost or Pricing Data	52.215-12
4. Subcontractor Cost of Pricing Data – Modifications	52.215-13
5. Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data.....	52.215-20
6. Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	52.215-21
7. Contract Definitization.....	52.216-25
8. Earned value Management System	52.234-4



F. APPLICABLE TO COST REIMBURSEMENT, TIME & MATERIAL OR LABOR HOUR ORDERS:

1. Facilities Capital Cost of Money	52.215-16
2. Waiver of Facilities – Capital Cost of Money	52.215-17
3. Allowable Cost and Payment (Cost Reimbursement) – Seller agrees to execute assignment documents in order to meet subsection (h)	52.216-7
4. Fixed Fee – Applicable if this is a cost plus fixed fee order.	52.216-8
5. Incentive Fee – Applicable if this is a cost plus incentive fee order.	52.216-10
6. Cost Contract – No Fee – Applicable if this is a cost no fee order.	52.216-11
7. Cost Sharing Contract – No Fee – Applicable if this is a cost sharing, no fee order.....	52.216-12
8. Payment for Overtime Premiums – Insert “0%” in paragraph (a) unless indicated otherwise on the face of this order	52.222-2
9. Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts)	52.222-43
10. Fair Labor Standards Act and Service Contract Act – Price Adjustment	52.222-44
11. Payments Under Time and Materials and Labor Hour Contracts (“schedule” means Purchase Order, “voucher(s) Means Purchase Order. “Government” means Buyer and “Contracting Officer” means Buyer Purchasing Representative.....	52.232-7
12. Limitation of Cost (if fully funded)	52.232-20
13. Limitation of Funds (if incrementally funded)	52.232-22
14. Stop Work Order	52.242-15 Alt I
15. Changes – Cost-Reimbursement – Applicable if this is a Cost-Reimbursement Order	52.243-2
16. Changes – Time and Material or Labor-Hours – Applicable if this is a Time and Material or Labor Hour Order.....	52.243-3
17. Inspection of Supplies (Cost Reimbursement) – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed acceptable by the Buyer), and where “Government” first appears in paragraph (k), it shall mean “Government or Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.	52.246-3
18. Inspection of Services (Cost-Reimbursement) – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k), it shall mean “Government or Buyer.” The provisions in this clause for access, Inspection of Services (Cost-Reimbursement) – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government and Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.	52.246-5
19. Inspection – Time and Material and Labor Hour – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k), it shall mean “Government and Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.....	52.246-6
20. Submission of Transportation Documents for Audit.....	52.247-67
21. Termination (Cost-Reimbursement) – “Government” means “Buyer” and “Contracting Officer” means “Buyer’s purchasing representative.” In paragraph (d) change “15 days” and “45 days” to “30 days” and “90 days,” respectively. In paragraph (e) change “1 year” to “six months.” Alternate IV is applicable to Time and Material or Labor-Hour orders only.	52.249-6 Alt IV
22. Excusable Delay	52.249-14

3. CERTIFICATIONS



THE SELLER, BY SIGNING ITS OFFER AND ANY RESULTANT SUBCONTRACT OR ACCEPTING ANY PURCHASE OR OTHER ORDER, HEREBY CERTIFIES COMPLIANCE WITH THE FOLLOWING CLAUSES AND IS, THEREFORE, ELIGIBLE FOR AWARD.

- 1. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (over \$150,000) 52.203-11
- 2. Certification for Federal funding accountability and Transparency Act (FFATA) (at \$30,000 or greater)..... 52.204-10
- 3. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.....52.204-24
- 4. Certification Regarding Responsibility Matters (over \$250K) 52.209-5
- 5. Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (over \$35,000)..... 52.209-6
- 6. Information Regarding responsibility Matters (Over \$550K) 52.209-7
- 7. Certification Regarding Knowledge of Child Labor for Listed End Products 52.222-18
- 8. Previous Contracts and Compliance Reports (over \$10,000)..... 52.222-22
- 9. Affirmative Action Compliance 52.222-25
- 10. Affirmative Action for Workers with Disabilities (over \$10K) 52.222-36
- 11. Certification Regarding Trafficking in Persons Compliance Plan (\$500K or greater for other than COTS items and performed outside the United States..... 52.222-56
- 12. Bio-based Product Certification 52.223-1
- 13. Recovered Material Certification 52.223-4
- 14. Public Disclosure of Greenhouse Gas Emissions and Reduction Goals 52.223-22
- 15. Prohibition on Conducting Restricted Business Operations in Sudan Certification 52.225-20
- 16. Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran 52.225-25
- 17. Cost Accounting Standards Notices and Certifications 52.230-1
- 18. Cost Accounting Standards Notices and Certification (Deviation 2018-O0012).....52.230-1

4. APPLICABLE TO ALL CONTRACTS THAT ARE FUNDED IN WHOLE OR IN PART BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009:

- 1. Whistleblower Protections 52.203-15
- 2. Prohibition in Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements..... 52.203-18

End of Section

Section 3 - U.S. GOVERNMENT CONTRACT PROVISIONS FROM THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

- 1. When the materials or products furnished are for use in connection with a U. S. Government Department of Defense contract or subcontract, in addition to the foregoing General Provisions and the FAR provisions, the following provisions shall apply, as required by the terms of the prime contractor or by operation of law or regulation. In the event of a conflict between these DFARS provisions and the General Provisions or the FAR provisions, the DFARS provisions shall control. Clauses in this document may not be applicable to specific orders due to the type of subcontract/purchase order to be issued, dollar thresholds under requirements of the FAR, DFARS or Public Law or Mandatory Flow Down requirements of a particular prime contract. Clauses not applicable for these reasons shall not be removed from this document and will be considered by all parties to be without force and effect.
- 2. The following clauses set forth in the DFARS, in effect as of the date of the prime contract, are incorporated herein by reference with the same force and effect as if they were set forth herein in full text. In all clauses listed herein, the terms “Government,” “Contracting Officer,” and “Contractor” shall be revised to suitably identify the contracting parties under this purchase order and affect the proper intent of the provision, except where further clarified or modified below. “Subcontractor;” however, shall mean “Seller’s Subcontractor” under this purchase order. The Seller, by signing its offer, hereby certifies compliance with the following clauses and is, therefore, eligible for award. A full copy of the DFARS may be accessed at: www.acquisition.gov

A. Title of ClauseDFARS



1. Requirement to Inform Employees of Whistleblower Rights.....	252.203.7002
(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 2409, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement. (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts. (End of Clause)	
2. Disclosure of Information	252.204-7000
3. Control of Government Personnel Work Product.....	252.204-7003
4. Alternate A, System For Award Management	252.204-7004
5. Oral Attestation of Security Responsibilities	252-204-7005
6. Alternate A, Annual Representations and Certifications	252.204-7007
7. Limitations on the USE and Disclosure of Third Party Contractor Reported Cyber Incident Information.....	252.204-7009
8. Safeguarding Covered Defense Information and Cyber Incident Reporting	252.204-7012
9. Limitations on the Use or Disclosure of Information by Litigation Support Solicitation Offerors.....	252.204-7013
10. Limitations on the Use or Disclosure of Information by Litigation Support Contractors.....	252.204-7014
11. Disclosure of Information to Litigation Support Contractors.....	252.204-7015
12. Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.....	252.204-7018
13. Notice of NIST SP 800-171 DoD Assessment Requirements	252-204-7019
14. NIST SP 800-171 DOD Assessment Requirements	252.204-7020
15. Intent to Furnish Precious Metals as Government Furnished Materials.....	252.208-7000
16. Disclosure of Ownership of Control by a Foreign Government	252.209-7002
17. Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.....	252.209-7004
18. Organizational Conflict of Interest-Major Defense Acquisition Program.....	252.209-7009
19. Item Unique Identification and Valuation	252.211-7003
20. Passive Radio Frequency Identification	252.211-7006
21. Reporting of Government Furnished Property	252.211-7007
22. Cost Estimating System Requirements.....	252.215-7002
23. Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government.....	252.216-7003
24. Award Fee Reduction or Denial for Jeopardizing the Health and Safety of Gov't Personnel.....	252.216-7004
25. Small Business Subcontracting Plan (TEST).....	252.219-7004
26. Restrictions on Employment of Personnel	252.222-7000
27. Compliance with Local Labor Laws (Overseas).....	252.222-7002
28. Hazard Warning Labels (Fill in State where this purchase order will be performed.)	252.223-7001
29. Safety Precautions for Ammunition and Explosives	252.223-7002
30. Change in Place of Performance - Ammunition and Explosives	252.223-7003
31. Drug-Free Work Force	252.223-7004
32. Prohibition on Storage and Disposal of Toxic and Hazardous Materials	252.223-7006
33. Safeguarding Sensitive Conventional Arms, Ammunition and Explosives	252.223-7007
34. Prohibition of Hexavalent Chromium.....	252.223-7008
35. Buy American Act – Balance of Payments Program Certificate	252.225-7000
36. Buy American Act and Balance of Payments Program	252.225-7001
37. Qualifying Country Sources as Subcontractors	252.225-7002
38. Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	252.225-7007
39. Restriction on Acquisition of Specialty Metals	252.225-7008
40. Restriction on Acquisition of Certain Articles Containing Specialty Metals (excludes and reserves para (d) and (e)(1)).....	252.225-7009
41. Commercial Derivative Military Article – Specialty Metals Compliance Certificate	252.225-7010



42. Preference for Certain Domestic Commodities	252.225-7012
43. Duty Free Entry (Deviation 2020-00019)(July 2020)	252.225-7013
44. Restriction on Acquisition of Hand or Measuring Tools	252.225-7015
45. Restriction on Acquisition of Ball and Roller Bearings	252.225-7016
46. Restriction on Acquisition of Foreign Anchor and Mooring Chain	252.225-7019
47. Trade Agreements – Certificate	252.225-7020
48. Trade Agreements (Deviation 2020-00019)(July 2020).....	252.225-7021
49. Restriction on the Acquisition of Forgings.....	252.225-7025
50. Restriction on Contingent Fees for Foreign Military Sales (blank is filled in “zero”)	252.225-7027
51. Exclusionary Policies and Procedures of Foreign Governments	252.225-7028
52. Restriction on Acquisition of Carbon Alloy and Armor Steel Plate.....	252.225-7030
53. Secondary Arab Boycott of Israel	252.225-7031
54. Buy American Act – Free Trade Agreements – Balance of Payments Program Certificate	252.225-7035
55. Buy American Act – Free Trade Agreements – Balance of Payments Program(Deviation 2020-00019)(July 2020)	252.225-7036
56. Defense Contractors Performing Private Security Functions Outside the United States.....	252.225-7039
57. Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	252.225-7040
58. Antiterrorism / Force Protection Policy for Defense Contractors Outside the United States	252.225-7043
59. Balance of Payments Program – Construction Material.....	252.225-7044
60. Balance of Payments Program – Construction Material Under Trade Agreements	252-225-7045
61. Exports By Approved Community Members in Response to this Solicitation.....	252.225-7046
62. Export by Approved Community Members in Performance of the Contract.....	252.225-7047
63. Export Controlled Items.....	252.225-7048
64. Prohibition on Acquisition of Certain Foreign Commercial Satellite Services.....	252.225-7051
65. Restriction on the Acquisition of Certain Magnets, Tantalum and Tungsten.(Deviation 2020-00006)(Feb 2020).....	252.225-7052
66. Prohibition on the Procurement of Foreign Made Unmanned Aircraft System (Deviation 2020-00019)(July 2020).....	252.225-7972
67. Rights in Technical Data - Noncommercial Items.....	252.227-7013
68. Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	252.227-7014
69. Technical Data - Commercial Items	252.227-7015
70. Rights in Bid or Proposal Information	252.227-7016
71. Identification and Assertion of Use, Release, or Disclosure Restrictions	252.227-7017
72. Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program	252.227-7018
73. Validation of Asserted Restrictions - Computer Software	252.227-7019
74. Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends	252.227-7025
75. Deferred Delivery of Technical Data or Computer Software	252.227-7026
76. Deferred Ordering of Technical Data or Computer Software	252.227-7027
77. Technical Data or Computer Software Previously Delivered to the Government	252.227-7028
78. Technical Data--Withholding of Payment	252.227-7030
79. Rights in Shop Drawings	252.227-7033
80. Validation of Restrictive Markings on Technical Data	252.227-7037
81. Patent Rights-Ownership by the Contractor.....	252.227-7038
82. Patents – Reporting of Subject Inventions	252.227-7039
83. Ground and Flight Risk	252.228-7001
84. Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	252.228-7005
85. Reporting of Foreign Taxes – U.S. Assistance Programs	252.229-7011
86. Taxes – Foreign Contracts in Afghanistan.....	252.229-7014
87. Supplemental Cost Principles (First Tier Subcontractors Only)	252.231-7000



88. Cost and Software Data Reporting System-Basic.....	252.234-7004
89. Frequency Authorization	252.235-7003
90. Protection of Human Rights	252.235-7004
91. Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (for Construction Subcontracts)	252.236-7013
92. Training for Contract Personnel Interacting with Detainees	252.237-7019
93. Continuation of Essential Contractor Services.....	252.237-7023
94. Notice of Continuation of Essential Contractor Services.....	252.237-7024
95. Protection Against Compromising Emanations	252.239-7000
96. Information Assurance Contractor Training and Certification	252.239-7001
97. Cloud Computing Services.....	252.239-7010
98. Telecommunications Security Equipment, Devices, Techniques, and Services	252.239-7016
99. Notice of Supply Chain Risk (DEVIATION 2018-O0020).....	252.239-7017
100. Supply Chain Risk (DEVIATION 2018-O0020).....	252.239-7018
101. Pricing of Contract Modifications	252.243-7001
102. Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	252.244-7000
103. Tagging, Labeling, and Marking Government Furnished Property.....	252.245-7001
104. Reporting Loss of Government Property.....	252.245-7002
105. Contractor Property Management System.....	252.245-7003
106. Reporting, Re-utilization and Disposal.....	252.245-7004
107. Material Inspection and Receiving Report	252.246-7000
108. Notification of Potential Safety Issues	252.246-7003
109. Safety of Facilities, Infrastructure, and Equipment for Military Operations	252.246-7004
110. Contractor Counterfeit Electronic Part Detection and Avoidance System.....	252.246-7007
111. Sources of Electronic Parts.....	252.246-7008
112. Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer	252.247-7003
113. Notification of Transportation of Supplies by Sea	252.247-7024

B. ORDERS OVER THE SIMPLIFIED ACQUISITION THRESHOLD ALSO INCLUDE THE FOLLOWING:

1. Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.....	252.203-7001
2. Removed and Reserved	252.209-7001
3. Subcontracting with Firms that are Owned or Controlled by the government of a Terrorist Country.....	252.209-7004
4. Requests for Equitable Adjustment	252.243-7002
5. Contractor Purchasing System Administration.....	252.244-7001
6. Representation of Extent of Transportation by Sea	252.247-7022
7. Transportation of Supplies by Sea	252.247-7023
8. Notification of Transportation of Supplies by Sea.....	252.247-7024

C. ORDERS OVER \$ 500,000 ALSO INCLUDE THE FOLLOWING:

1. Small Business Subcontracting Plan (DoD Contracts) - over \$700K.....	252.219-7003
2. Report of Intended Performance Outside the United States – Submission with Offer (\$700,000).....	252.225-7003
3. Report of Intended Performance Outside the United States & Canada – Submission After Award (\$700,000)	252.225-7004
4. Removed and Reserved	252.225-7006
5. Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	252.226-7001
6. Notification of Anticipated Contract Termination or Reduction.....	252.249-7002



CERTIFICATIONS:

THE SELLER, BY SIGNING ITS OFFER AND ANY RESULTANT SUBCONTRACT OR ACCEPTING ANY PURCHASE OR OTHER ORDER, HEREBY CERTIFIES COMPLIANCE WITH THE FOLLOWING CLAUSES AND IS, THEREFORE, ELIGIBLE FOR AWARD.

- 1. Representation Regarding Combating Trafficking in Persons.....252.222-7007
- 2. Representation of Use of Cloud Computing..... 252.239-7009

End of Section

Section 4 - U.S. GOVERNMENT CONTRACT PROVISIONS FROM THE FEDERAL ACQUISITION REGULATION (FAR) AND DEFENSE FEDERAL ACQUISITION SUPPLEMENT (DFARS) FOR COMMERCIAL ITEM ACQUISITIONS

- 1. When the materials or products furnished are for use in connection with a U.S. Government contract or subcontract, in addition to the foregoing General Provisions, the following provisions shall apply, as required by the terms of the prime contract, or by operation of law or regulation, for the acquisition of commercial items (FAR 2.101). Clauses not applicable under the prime contract shall not be removed from this document and will be considered by all parties to be without force and effect. In the event of a conflict between these FAR and DFAR provisions and the General Provisions, these FAR and DFAR provisions shall control.
- 2. The following clauses set forth in the FAR and DFAR in effect as of the date of the prime contract are incorporated herein by reference with the same force and effect as if they were set forth herein in full text. In all clauses listed herein, the terms “Government”, “Contracting Officer” and “Contractor” shall be revised to suitably identify the contracting parties herein and effect the proper intent of the provision except where further clarified or modified below. “Subcontractor”, however, shall mean “Seller’s Subcontractor” under this purchase order. A full copy of the FAR and DFARS may be accessed at: www.acquisition.gov

A. THE FOLLOWING FAR CLAUSES ARE APPLICABLE TO PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER ALL GOVERNMENT CONTRACTS:

- 1. “Anti-Kickback Procedures” (Excepting paragraph (c)(1))(Applicable to Purchase Orders that exceed \$250,000 or the dollar threshold in effect as of the date of the prime contract) 52.203-7
- 2. “Limitation on Payments to Influence Certain Federal Transactions” (Applicable to Purchase Orders exceeding \$150,000)..... 52.203-12
- 3. “Contractor Code of Business Ethics and Conduct” (Applicable to Purchase Orders (i) that have a value more than \$5,500,000; and (ii) that have a performance period of more than 120 days. (In Paragraph (b)(3)(i), the meaning of “agency office of the Inspector General” and “Contracting Officer” does not change, in Paragraph (b)(3)(ii) the meaning of “Government” does not change, and in Paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meaning of “OIG of the ordering agency”, “IG of the agency” “agency OIG” and “Contracting Officer” do not change) 52.203-13
- 4. “Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights” (Applicable to Purchase Orders over the simplified acquisition threshold under prime contracts awarded by civilian agencies other than NASA and the Coast Guard) 52.203-17
- 5. Prohibition on Requiring Certain Internal confidentiality Agreements or Statements..... 52-203-19
- 6. “Reporting Executive Compensation and First-Tier Subcontract Awards” (Applicable to Purchase Orders of \$30,000 or more and when Buyer is the Prime Contractor.) (The usual substitution of the parties is not applicable to this clause. Seller shall report to Buyer the information required under the clause) 52.204-10
- 7. “Basic Safeguarding of Contractor Information Systems” (Applicable to all Purchase Orders, including subcontracts for the acquisition of commercial items other than COTS) 52.204-21
- 8. Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab or other Covered Entities 52.204-23
- 9. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.....52-204-25
- 10. “Protecting the Government’s Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment” (Applicable to Purchase Orders of \$35,000 or more) (For non-COTS items)..... 52.209-6



11. Defense Priorities and Allocation Requirements.....	52.211-15
12. Offer Representations and Certifications, Commercial Items (Provides a single, consolidated list of representations and certifications for the acquisition of commercial items and is attached to the solicitation for offerors to complete).....	52.212-3
13. Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial – Items (Provides by reference only those clauses required to implement provisions of law or Executive orders applicable to the acquisition of commercial items)	52.212-5
14. “Utilization of Small Business Concerns” (Applicable to Purchase Orders over the simplified acquisition threshold a personal services contract is contemplated (see 37.104); or (2) The contract, together with all of its subcontracts, will be performed entirely outside of the United States and its outlying areas)	52.219-8
15. “Non-displacement of Qualified Workers” (Applicable to Purchase Orders over the simplified acquisition threshold when services are to be performed by Seller (1) under service contracts, as defined at 22.001, (2) that succeed purchase orders for performance of the same or similar work at the same location and (3) that are not exempted by 22.1203-2 or waived in accordance with 22.1203-3. Seller to furnish information needed by Buyer to comply with paragraphs d and e of this clause)	52.222-17
16. “Prohibition of Segregated Facilities” (Applicable to Purchase Orders exceeding \$10,000)	52.222-21
17. “Equal Opportunity” (Applicable to Purchase Orders exceeding \$10,000)	52.222-26
18. “Equal Opportunity for Veterans” (Applicable to Purchase Orders exceeding \$150,000)	52.222-35
19. “Affirmative Action for Workers with Disabilities” (Applicable to Purchase Orders exceeding \$15,000)	52.222-36
20. “Employments Reports on Veterans”, (applicable in solicitations and contracts containing the clause at 52.222-35, Equal Opportunity for Veterans)	52.222-37
21. “Notification of Employee Rights Under the National Labor Relations Act” (Applicable to Purchase Orders that exceed \$10,000 and are issued under prime contracts resulting from Solicitations issued after December 12, 2010)	52.222-40
22. “Service Contract Labor Standards” (Applicable to Purchase Orders that are subject to the Service Contract Act of 1965, as amended)	52.222-41
23. “Combating Trafficking in Persons” (Alternate I is applicable to Purchase Orders if it is included in the prime contract.) (Applicable to (1) all Purchase Orders, including all contracts with agents. The requirements of para (h) (Compliance Plan) of this clause apply only to that portion of the subcontract that - (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and (ii) Has an estimated value that exceeds \$500,000. (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause – See Reps & Certs)	52.222-50 & Alt I
24. “Employment Eligibility Verification” (Applicable to Purchase Orders (i) for construction or commercial or noncommercial services (except commercial services that are part of a purchase of a COTS item, or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and that are normally provided for that COTS item); (ii) has a value more than \$3,000; and (iii) includes work performed in the United States)	52.222-54
25. Paid Sick Leave under Executive Order 13706.....	52.222-62
26. “Minimum Wages Under Executive Order 13658” (Applicable to Purchase Orders regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States)	52.222-55
27. “Contractors Performing Private Security Functions Outside the United States” (Applicable to Purchase Orders issued under (i) DoD contracts that that will be performed in areas of contingency operations, combat operations, as designated by the Secretary of Defense, or other significant military operations, as designated by the Secretary of Defense upon agreement of the Secretary of State or (ii) non-DoD contracts that will be performed in areas of Combat operations, as designated by the Secretary of Defense, or other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area).....	52.225-26
28. “Unenforceability of Unauthorized Obligations” (Applicable to all Purchase Orders when any supply or service acquired that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation)	52.232-39
29. “Providing Accelerated Payments to Small Business Subcontractors” (Applicable to Purchase Orders awarded after December 26, 2013 to small business when Buyer receives Accelerated Payments under its prime contract)	52.232-40
30. “Subcontracts for Commercial Items” (Applicable to all Purchase Orders invoking the requirements of 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of	



- 2009, 52.219-8, Utilization of Small Business Concerns. 52.222-26, Equal Opportunity; 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans; 52.222-36, Affirmative Action for Workers with Disabilities; 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004), 52.222-50, Combating Trafficking in Persons (Feb 2009) and, 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels) 52.244-6
31. "Preference for Privately Owned U.S.-Flag Commercial Vessels" (Applicable to Purchase Orders ONLY at \$100,000 when the subcontractor will be required to deliver prime contract end items by ocean transportation) ALT 1 52.247-64

B. THE FOLLOWING DFARS CLAUSES ARE APPLICABLE TO PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER DoD CONTRACTS:

1. "Requirement to Inform Employees of Whistleblower Rights" (Applicable to Subcontractors at all tiers to inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 USC 4712)252.203-7002
2. "Compliance with Safeguarding Covered Defense Information Controls (Applicable in all Purchase Orders using FAR Part Procedures for the acquisition of commercial items)..... 252.204-7008
3. "Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information " (Applicable to Purchase Orders in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties) 252.204-7009
4. "Safeguarding Covered Defense Information and Cyber Incident Reporting" (for Operationally Critical Support or where performance involves a covered contractor information system) (applicable to contracts awarded after 30 Dec 2015) and CDI will be flowed down to or processed by Seller 252.204-7012
5. "Disclosure Of Information To Litigation Support Contractors"(Applicable to those subcontractors that wish to have further protection of proprietary information.) 252.204-7015
6. Prohibition on the Acquisition of Covered Defense Telecommunications Equipment.....252.204-7018
7. "Item Identification and Valuation" (Seller's obligations under this clause are limited to cooperating with Buyer's efforts to comply with this clause, including granting Buyer access to Seller's deliverables at its facilities and to appropriate property records) 252.211-7003
8. "Prohibition of Hexavalent Chromium" (Applicable to all Purchase Orders for supplies, maintenance and repair services, or construction materials) 252.223-7008
9. "Restriction on Acquisition of Specialty Metals" (Applicable to Purchase Orders for the delivery of specialty metals as end items to Buyer or Seller to the extent necessary to ensure compliance of the end products that Buyer will deliver to the Government when DFARS clause 252.225-7009 is in the prime contract).....252.225-7008
10. "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (excluding paragraph (d) which is deleted from this clause). (Applicable to Purchase Orders for items containing specialty metals to the extent necessary to ensure compliance of the end products that Buyer will deliver to the Government under prime contracts awarded, or modified to include the clause, after July 28, 2009) 252.225-7009
11. "Commercial Derivative Military Article – Specialty Metals Compliance Certificate" (Applicable to solicitations for Purchase Orders that will incorporate DFARS clause 252.225-7009) 252.225-7010
12. "Export-Controlled Items" (Applicable to Purchase Orders Requires subcontractors at all tiers to comply with all applicable laws and regulations regarding export controlled items, including, but not limited to the requirement for contractors to register with the Department of State in accordance with the ITAR. "Export-controlled items" as used in this clause means items subject to the Export Administration Regulations (EAR) or to the International Traffic in Arms Regulations (ITAR))..... 252.225-7048
13. "Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns.....252.226-7001
14. "Rights in Technical Data Noncommercial Items" (Applicable whenever any technical data for commercial items developed in part at Government expense will be provided for delivery to the Government under this Purchase Order).....252.227-7013
15. "Technical Data – Commercial Items" (Applicable whenever any technical data related to commercial items developed in any part at private expense will be provided under this Purchase Order for delivery to t Government).....252.227-7015
16. "Validation of Restrictive Markings on Technical Data" (Applicable to Purchase Orders requiring the delivery of technical data) 252.227-7037



- 17. "Taxes – Foreign Contracts in Afghanistan" (Applicable ALL Tiers, including those subcontracts for commercial items with performance in Afghanistan, unless the clause at 252.229–7015 is used. exempts the Department of Defense (DoD), and its contractors and subcontractors (other than those that are Afghan legal entities or residents), from paying any tax or similar charge assessed on activities associated with this contract within Afghanistan. The Agreement also exempts the acquisition, importation, exportation, re-exportation, transportation, and use of supplies and services in Afghanistan, by or on behalf of DoD, from any taxes, customs, duties, fees, or similar charges in Afghanistan. The Contractor shall exclude any Afghan taxes, customs, duties, fees, or similar charges from the contract price, other than those charged to Afghan legal entities or residents. Does not exempt Afghan employees of DoD contractors and subcontractors from Afghan tax laws. To the extent required by Afghan law, the Contractor shall withhold tax from the wages of these employees and remit those payments to the appropriate Afghanistan taxing authority. These withholdings are an individual’s liability, not a tax against the Contractor) 252.229-7014
- 18. "Cloud Computing Services"(Applicable ONLY in subcontracts that involve or may involve cloud services, including subcontracts for commercial items) 252.239-7010
- 19. "Supply Chain Risk" (Applicable to Purchase Orders involving the development or delivery of any information technology under DoD contracts awarded after November 18, 2013)..... 252.239-7018
- 20. "Subcontracts for Commercial Items" (Applicable ONLY in subcontract acquisitions for commercial items. In addition to the clauses listed in FAR 52.244-6, requires the flow-down of 10 applicable DFAR clauses including but not limited to 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (\$100,000), 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (for construction contracts) 252.247-7023 Transportation of Supplies by Sea and 252.247-7024 Notification of Transportation of Supplies by Sea.)..... 252.244-7000
- 21. "Notification of Potential Safety Issues" (Applicable to Purchase Orders for (i) parts defined as critical safety items in accordance with this clause; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; and (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system) 252.246-7003
- 22. "Contractor Counterfeit Electronic Part Detection and Avoidance System" (Applicable to Purchase Orders when the goods or services include electronic parts or assemblies containing electronic parts. This clause applies to all Sellers, at all tiers, without regard to whether the Seller itself is subject to CAS).....252.246–7007
- 23. "Sources of Electronic Parts.....252.246-7008
- 24. "Transportation of Supplies by Sea" (Applicable ONLY to first tier subcontractors for construction, non-commercial items and commercial items that are drop shipped directly to the Government or that are in direct support of specific military operations. Requires transportation by US flag vessels. Any request for use of other than U.S.-flag vessels must be submitted in writing to the Government at least 45 days prior to the sailing date necessary to meet delivery schedules. ALT I applicable to commercial items shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations. ALT II applicable to commercial items that are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643. 252.247-7023

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