

GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

DEFINITIONS. “Order” means the ordering document issued by Buyer, including these General Terms and Conditions for Purchase Orders and any referenced documents; “Seller” means the person or entity to which this Order is addressed and issued; “Buyer” means the entity which issued this Order; “Products” means the goods or services furnished by Seller pursuant to this Order, including, without limitation, materials, drawings, data, media, information and other tangible and intangible property; “Procurement Representative” means Buyer’s authorized representative whose name appears on the face of this Order.

1. ACCEPTANCE. Seller shall be deemed to have accepted this Order upon the earliest of: (a) written acknowledgment by Seller, (b) commencement of performance by Seller, or (c) Seller’s receipt of any payment, partial or full, from Buyer under this Order. Buyer hereby rejects any different or additional terms in Seller’s acceptance of this Order or in any Seller provided documentation (e.g. any preprinted terms on the back of Seller’s invoice).

2. PACKAGING and SHIPMENT. Seller shall make deliveries of all Products as specified in this Order without charge for packaging, invoicing, crating or storage, unless otherwise provided for in this Order. Unless otherwise specified on the face of this Order, all Products are to be packed in accordance with good commercial practices. All shipments of Products shall meet the shipping requirements found in Department of Transportation Regulations 49 CFR, Occupational Safety and Health Administration’s Hazardous Communication Standard found in 29 CFR and the Dangerous Goods Regulation of the International Air Transport Association. Unless otherwise specified in this Order, THE PRODUCT NAMED ON EACH LINE ITEM OF THIS ORDER MUST BE PACKAGED SEPARATELY to avoid comingling of Product part numbers. Seller shall provide commercial bills of lading with each shipment and invoice, including the number of pieces in and weight of the shipment. Seller shall plainly mark Order numbers and line item numbers on all invoices, packages, bills of lading and shipping orders. WITH EACH SHIPMENT SELLER SHALL PROVIDE A PACKING LIST CLEARLY REFERENCING THIS ORDER NUMBER, ORDER LINE ITEM, APPLICABLE PART NUMBERS, DESCRIPTION OF THE PRODUCTS, SIZES, QUANTITIES, AND SERIAL NUMBERS (IF APPLICABLE). THE PACKING LIST MUST CLEARLY DELINEATE LINE ITEMS WHEN MORE THAN ONE LINE ITEM IS INCLUDED IN THE SHIPMENT. Buyer’s count and weight shall prevail relative to any shipment discrepancies. The Seller shall mark containers or packages with any necessary lifting, loading or other handling instructions. Shipments from foreign countries containing wood packaging materials (WPM) must conform to the requirements of the requirements of Federal Register 7 CFR Part 319. Further information is available at www.cbp.gov (US Customs and Border Protection).

3. TITLE and RISK OF LOSS. Title to Products shall pass to Buyer only upon Buyer’s final acceptance of the Products. Risk of loss or damage shall remain with the Seller until (a) delivery to a common carrier if transportation is FOB Origin; or (b) delivery to Buyer at destination if transportation is FOB Destination, except that risk of loss or damage to Products that do not conform with the requirements of this Order shall remain with the Seller until cured and/or until Buyer’s final acceptance. The FOB point shall be FOB Destination, unless otherwise specified in this Order.

4. INSPECTION.

(a) All Products, including raw materials and components, and Seller’s and its subcontractors’ manufacturing facilities shall be subject to inspection and test by the Buyer, and the Government if this Order is issued under a U.S. Government prime contract, to the extent practicable at all times and places. The exercise of the right of inspection and test, however, shall in no way relieve Seller of its obligation to furnish all Products in strict accordance with this Order. If inspection and test are made on the premises of Seller or any subcontractor of Seller, Seller or such subcontractor shall furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient inspection and test required. All inspection tests shall be performed in such manner as not to cause delay.

(b) All Products shall be subject to final inspection and acceptance by Buyer after delivery, notwithstanding prior payment. It is expressly agreed that payment does not constitute final acceptance. Buyer, at its option, may either reject any Products not in conformity with the requirements and terms of this Order or rework the same at Seller’s expense. In the event sampling techniques are utilized by Buyer to ascertain Product acceptability, entire lots may be returned when acceptable quality levels indicate rejection. Buyer may return rejected Products at Seller’s risk and expense at the full invoice price plus transportation charges and Buyer’s handling charges. No replacement of rejected Products shall be made unless specified by Buyer. All Products delivered under this Order shall strictly comply with the technical requirements defined in this Order, absent Buyer’s prior written consent. Final acceptance shall not be conclusive with respect to latent defects, fraud or such gross mistakes as amount to fraud.

(c) Seller will take any and all necessary steps to prevent the introduction of counterfeit parts into the supply chain. If and when parts are acquired, they will be purchased directly from the original manufacturer, or from a distributor, reseller or aftermarket supplier who is franchised or authorized by the original manufacturer.

5. DELIVERY. Deliveries shall be strictly in accordance with Buyer’s delivery schedule, and time is of the essence for this Order. If Seller fails to meet such schedule, Buyer, without limiting its other remedies, may direct expedited routing and the difference between the cost of expedited routing and the cost of the original routing shall be the responsibility of the Seller. Seller shall not make product commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer’s delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of Buyer’s delivery schedule. At Buyer’s sole discretion, early shipments or excess quantities may be returned at Seller’s risk and expense at the full invoice price plus transportation charges and Buyer’s handling charges. WHEN THE SELLER HAS REASON TO BELIEVE THAT DELIVERIES WILL NOT BE MADE AS SCHEDULED, WRITTEN NOTICE SETTING FORTH THE CAUSE AND EXPECTED DURATION OF THE ANTICIPATED DELAY MUST BE GIVEN IMMEDIATELY TO THE BUYER.

When Seller anticipates making any of the following changes, the Seller shall provide written notification of the anticipated change to Buyer at least ten (10) days prior to making the change:

- Change in Seller’s suppliers, which have been previously approved by Buyer.
- Change in Seller’s quality or process certification (NADCAP, ISO/AS, Government, etc.).
- Change in machinery or inspection methods/techniques, which have been previously approved by Buyer.
- Change in Seller’s plans or processes, including any control or frozen plans, which have been previously approved by Buyer.
- Change of geographical location for manufacture of the Products.

At least five (5) days prior to the occurrence of any of the following, Seller shall provide written notification of such event to Buyer:

- Change in company ownership.
- Change in senior or site management, including Quality management.
- Major reduction/change in workforce.
- Acquisitions that may impact current operation or key personnel.

6. INVOICES. An itemized invoice must be sent promptly to Buyer’s Accounting Department for Products delivered and accepted as herein provided. Delays in receiving invoices and also errors and omissions in same shall be considered just cause for withholding payment without losing any discount privilege. Payment terms are net thirty (30) days unless otherwise provided on the face of this Order. Except as otherwise provided in this Order, no payment for extras shall be made unless such extras and the price have been authorized by the Procurement Representative.

7. WARRANTY. Seller warrants to Buyer and its customers that all Products covered by this Order shall conform to the specifications, drawings, samples, symbols or other description specified by Buyer and shall be new, merchantable, and free from defects in material and workmanship and that all Products covered by this Order, which are in accordance with Seller’s design, drawings or specifications, shall be fit and suitable for the purpose specified. Seller warrants that the Products shall continue to be free from defects in material and workmanship for a period of twelve (12) months from the date of final acceptance, unless the vendor’s standard warranty is for a longer period or unless otherwise stated on the face of the Order. These warranties are in addition to all other warranties specified herein or implied by law and shall survive acceptance and payment. All warranties shall run to Buyer, its successors, assigns, customers, and the users of the Products. In addition to any other remedies available to Buyer, Buyer may return any nonconforming Products to Seller for correction or replacement, with all transportation charges and Buyer’s handling charges for return and redelivery to be borne by Seller. If the Seller fails to accept return of nonconforming Products or fails promptly to correct or replace same, Buyer, without limiting its other rights, may, at Seller’s expense, correct or replace the nonconforming Products. Products which have been rejected shall not thereafter be tendered for acceptance unless the former rejection and correction is identified, and such repaired or replacement Products shall be subject to the provisions of this clause to the same extent as the original Products. All warranties shall then run from the delivery date of the repaired or replaced Products.

8. SPECIAL TOOLS.

(a) Unless otherwise provided herein, special tools, equipment, dies, jigs, fixtures and patterns (hereinafter collectively referred to as "Special Tooling"), used in the manufacture of Products shall be furnished by and at the expense of Seller, shall be kept in good condition, and, when necessary, shall be replaced by Seller without expense to Buyer.

(b) If the price stated on the face of this Order does not include the cost of the Special Tooling, Buyer may, at any time, reimburse Seller for the actual cost of any of the Special Tooling and become the owner of same. Upon receipt of Buyer's payment for the Special Tooling, Seller agrees to immediately deliver possession of the Special Tooling to Buyer. If the price stated on the face of this Order does include the cost of any Special Tooling fabricated or acquired by Seller for the purpose of filling this Order, such Special Tooling, and any process sheets related thereto, shall become the property of Buyer and shall be identified by Seller as such. Unless otherwise specified in this Order, Buyer shall make payment for the Special Tooling only upon acceptance of the first run of Products fabricated therewith. In the event that any Special Tooling becomes the property of Buyer, Seller shall, at its own expense, (i) maintain such Special Tooling in proper working order, (ii) be responsible for such Special Tooling as set forth in Clause 9, Buyer's Property in Seller's Possession, below, and (iii) shall use the same only for the production of Products for Buyer, unless otherwise authorized in writing. Seller shall follow its normal industrial practice in maintaining property control records for such Special Tooling, and, when this Order has been completed, such Special Tooling shall be disposed of as Buyer may direct.

(c) Seller shall include the substance of this clause in all purchase orders and subcontracts issued by it hereunder.

9. BUYER'S PROPERTY IN SELLER'S POSSESSION. Title to any property furnished by Buyer hereunder shall, at all times, remain in Buyer, but Seller assumes the risk of and shall be responsible for any loss thereof or damage thereto however caused. Seller shall clearly mark, maintain an inventory of, and keep segregated or identifiable all of Buyer's property and all property to which Buyer acquires an interest by virtue of this Order. Seller shall immediately notify Buyer's Procurement Representative, in writing, if Buyer's property is lost, damaged, or destroyed. Without limiting the foregoing, Seller agrees to procure property insurance satisfactory to Buyer, insuring to the full insurable value thereof all of Buyer's property in Seller's possession, against loss of or damage resulting from fire or theft (including extended coverage, malicious mischief and vandalism) or Seller's negligence. Prior to commencing work hereunder, Seller shall provide Buyer with a certificate of insurance evidencing the property insurance coverage as set forth above. Such certificate shall contain the policy number, effective date, expiration date and a statement noting Buyer as an additional insured. Seller's applicable insurance policies shall be primary to all policies of the Buyer. Seller further agrees to pay all taxes assessed against Buyer's furnished property or the use thereof while in Seller's possession and to file all necessary declarations and reports in connection therewith. Buyer shall not be liable for any loss, damage or expense resulting, directly or indirectly, from any delay in delivery or non-delivery of Buyer's furnished property or from any Buyer's furnished property that is determined to be defective. Buyer's liability for any claims in any way related to Buyer's furnished property is expressly limited to the replacement of defective property returned to Buyer by Seller within thirty (30) days of Seller's receipt of such defective property. Upon completion or termination of this Order, Seller shall notify Buyer in writing of any Buyer furnished property that remains in Seller's possession. Buyer shall then instruct Seller as to the return or disposition of such Buyer furnished property. If Buyer requests that its furnished property be returned, Seller shall deliver such property to Buyer in good condition, subject to ordinary wear and tear and normal manufacturing losses.

10. TAXES. Seller agrees that, unless otherwise indicated in this Order, (a) the prices herein do not include any state or local sales, use or other tax from which an exemption is available for purpose of this Order, and (b) the prices herein include all other applicable federal, state and local taxes. Seller agrees to accept sales and use tax exemption certificates when supplied by Buyer if acceptable to the taxing authorities. In case it shall be determined that any tax included in the prices herein was not required to be paid by Seller, Seller agrees to notify Buyer, to make prompt application for the refund thereof, to take all proper steps to procure the same, and, when received, promptly pay the same to Buyer.

11. CHANGES. Buyer may at any time by a written order, and, without notice to sureties, if any, make changes within the general scope of this Order, in any one or more of the following: (a) drawings, designs or specifications, where the Products to be furnished are to be specifically manufactured for the Buyer in accordance therewith; (b) method of shipment or packing; (c) place or time of delivery; and (d) property to be furnished by Buyer. If any such change causes an increase or decrease in the cost and/or the time required for performance of this Order, whether or not changed by Buyer's written order, an equitable adjustment may be sought in the price or delivery schedule or both, subject to Buyer's evaluation and negotiation. The negotiated settlement shall be documented in an appropriate written modification to this Order. Any claim by the Seller for adjustment under this clause must be asserted, in writing, within twenty (20) days from the date of notification of the change. Where the cost of Product made obsolete or excess as a result of a change is included in Seller's claim for

adjustment, the Buyer shall have the right to prescribe the manner of disposition of such property. NOTHING IN THIS CLAUSE SHALL EXCUSE THE SELLER FROM PROCEEDING WITH THIS ORDER AS CHANGED.

12. ADVERTISING, ANNOUNCEMENTS AND NEWS RELEASES. Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish or issue any news release or make any public announcements or denial or confirmation of same concerning the fact that Seller has furnished or contracted to furnish the Buyer the Products herein mentioned. Seller shall include the substance of this clause in all purchase orders and subcontracts issued by it hereunder.

13. INTELLECTUAL PROPERTY. Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors, agents and customers, against claims of direct or contributory infringement or inducement to infringe any proprietary right (including, without limitation, any patent, trademark, copyright, industrial design right or misuse or misappropriation of trade secret) and against any resulting damages or expenses, including attorneys' and other professional fees, settlements and judgments, arising in any way in relation to Products procured or provided by Seller (including, without limitation, their manufacture, purchase, use and/or sale), including such claims where Seller has provided only part of the Products, and Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specification, except to the extent such infringement is actually embodied in designs created by Buyer that are required by this Order. Seller shall, at its own expense, either procure for Buyer the right to continue to sell and use the item or replace or modify the item so that it becomes non-infringing; (b) to waive any claim against Buyer, including any hold-harmless or similar claim, in any way related to a third-party claim asserted against Seller for infringement of any proprietary right (including, without limitation, any patent, trademark, copyright, industrial design right or misuse or misappropriation of trade secret); (c) that Buyer and its subcontractors and direct or indirect customers have the worldwide, irrevocable right to repair, reconstruct or rebuild, and to have repaired, reconstructed or rebuilt, Products delivered under this Order without payment of any royalty or other compensation to Seller; (d) that manufactured parts based on Buyer's designs, drawings or specifications may not be used for Seller's own use or sold to third parties without Buyer's express written consent; (e) to assign to Buyer each invention, discovery or improvement (whether or not patentable) that is conceived or first reduced to practice by Seller, or by any person employed by or working under the direction of Seller, in the performance of this Order; (f) to promptly disclose in an acceptable form to Buyer all such inventions, discoveries or improvements and to cause its employees to sign any papers necessary to enable Buyer to obtain title to and to file applications for patents throughout the world; and (g) to the extent that this Order is issued for the creation of copyrightable works, that the works shall be considered "works made for hire," and, to the extent that the works do not qualify as such, to assign to Buyer upon delivery thereof all right, title and interest in all copyrights therein (including, without limitation, any source code).

14. DRAWINGS. All drawings, specifications and data furnished by Buyer to Seller hereunder shall remain the property of Buyer and shall not be disclosed by Seller and shall be used by Seller only as and to the extent required for the performance of this Order, unless otherwise approved by Buyer in writing. Upon completion of work by Seller under this Order and upon Buyer's request, Seller shall promptly return to Buyer all drawings, specifications and other data furnished by Buyer in connection herewith, together with all copies or reprints in Seller's possession or control, and Seller shall thereafter make no further use, either directly or indirectly, of any such drawings, specifications, data or any information derived therefrom, without Buyer's prior written consent.

15. COMPLIANCE WITH APPLICABLE LAWS. Seller agrees that, in the performance hereof, it shall comply with all applicable laws, statutes, rules, regulations or orders, and same shall be deemed incorporated herein by reference.

16. DEFAULT. Buyer may, by written notice of default to Seller, terminate the whole or any part of this Order if: (a) the Seller fails to make delivery of the Products or to perform the work or services within the time specified herein, or (b) the Seller fails to perform any other provision of this Order or breaches any of the terms hereof, or so fails to make progress as to endanger performance of this Order in accordance with its terms, and does not cure such failure within ten (10) days after receipt of notice from the Buyer specifying such failure. If Buyer terminates this Order in whole or in part, in addition to any other remedies of Buyer at law or equity or under this Order, Buyer may procure, upon such terms and in such manner as Buyer deems appropriate, Products similar to those terminated, and Seller shall pay Buyer upon demand all excess procurement costs (including administrative costs) that Buyer may incur for such procurement. Seller shall continue performance of the non-terminated portion of this Order as directed by Buyer.

17. BUYER'S REMEDIES. All rights and remedies of Buyer set out in this Order are cumulative and are in addition to any remedies provided at law or equity.

18. TERMINATION FOR CONVENIENCE.

(a) Buyer may terminate, without cause, the whole or any part of the work required under this Order by delivering to the Seller a written notice of termination specifying the work terminated and the effective date thereof.

(b) Upon receipt of said notice of termination Seller shall, as directed, cease work and deliver to Buyer all completed and partially completed Products and work in process, as well as any other deliverables described below. Any claim by Seller resulting from such termination shall be submitted no later than sixty (60) days after delivery of said notice of termination. Upon receipt and review of Seller's termination claim proposal, Buyer shall pay Seller the following, which in no event shall exceed the total price of the work terminated:

(i) The price provided in this Order for all Products which have been completed prior to termination and which are accepted by Buyer; and

(ii) The Seller's actual expenditures on the uncompleted portion of this Order, including cancellation charges paid by the Seller on account of commitments made under this Order, provided that such expenditures were commercially reasonable. Upon Buyer's request, Seller shall make reasonably available to Buyer, any books, records or documents supporting Seller's termination claim proposal.

Upon Buyer's payment to Seller, title to all deliverables shall vest in Buyer. Deliverables include, but are not limited to: Products, work-in-progress, Special Tooling, plans, drawings, specifications, or other information acquired under this Order. Buyer's right of termination is in addition to and not in derogation of Buyer's rights under Clause 16, Default, hereof. Notwithstanding the issuance by Buyer of a notice of termination hereunder, any rights of Buyer based on prior breach of performance by Seller shall survive. Upon receipt of a notice of termination, Seller shall continue with performance of any work not terminated under this Order. Seller shall also protect and preserve all property related to this Order that is in the possession of the Seller and in which the Buyer has or may acquire an interest.

19. WAIVER. The failure of Buyer to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Order or to exercise any right hereunder, including any option herein provided, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, and the obligation of Seller with respect to such future performance shall continue in full force and effect.

20. ASSIGNMENT. Seller shall not assign any of its rights or interest in this Order or all or substantially all of its performance of this Order, without the Buyer's prior written consent. Seller shall not delegate any of its duties or obligations under this Order. No assignment, delegation or subcontracting by Seller, with or without Buyer's written consent, shall relieve Seller of any of its obligations under this Order or prejudice any of Buyer's rights against Seller. Notwithstanding anything herein to the contrary, Buyer may assign this Order to an affiliate of or successor in interest to Buyer, at any time, after providing Seller with written notice of such assignment.

21. SET-OFF. Seller agrees that Buyer shall have the right to set-off against any amounts, which may become payable by Buyer to Seller under this Order or otherwise, any amounts which Seller may owe to Buyer, whether arising under this Order or otherwise.

22. PRICE WARRANTY. Seller warrants that the prices charged under this Order do not exceed those charged by Seller to any other customer, including preferred customers and the U.S. Government, for purchase of the same or substantially similar Products or services in like or similar quantities.

23. HOLD HARMLESS. Seller agrees to indemnify and save Buyer and its customer(s) and their respective officers, directors, employees, and agents harmless from and against (i) any and all claims (including, without limitation, claims under Workers' Compensation or Occupational Disease laws) and resulting costs, expenses and liability which arise from personal injury, death, or property loss or damage attributed to, or caused by, Seller's performance under this Order or the Products supplied by Seller pursuant to this Order, including, without limitation, latent defects in such Products, except to the extent that such injury, death, loss or damage is caused solely and directly by the willful misconduct or gross negligence of Buyer, and (ii) any and all claims (including resulting costs, expenses and liability) by the employees of Seller or any of its subcontractors arising from or related to this Order.

Seller shall maintain, at its own expense, (i) Comprehensive General Liability insurance in an amount of at least \$2 million combined single limit for bodily injury and property damage and a \$2 million annual aggregate, (ii) Comprehensive Automobile Liability insurance in an amount of at least \$2 million combined single limit for bodily injury and property damage and a \$2 million annual aggregate, (iii) Worker's Compensation insurance in accordance with such laws as may be applicable to the work to be performed hereunder, and (iv) Employer's Liability insurance in an amount of at least \$2 million combined single limit for bodily injury and property damage and a \$2 million

annual aggregate. All such insurance policies shall expressly waive any right of subrogation against Buyer and its employees, officers, directors and agents. The required insurance policies shall be endorsed to require the insurance company to provide Buyer with at least thirty (30) days prior written notice of the effective date of cancellation or material change of any insurance policy. Prior to commencing work hereunder, Seller shall provide Buyer with a certificate of insurance evidencing the insurance coverage as set forth above. Such certificate shall contain the policy number, effective date, expiration date and a statement noting Buyer as an additional insured.

24. GOVERNING LAW. This Order and any subsequent changes thereto shall be construed and enforced in accordance with the laws of the State where Buyer has its principal place of business. Any litigation under this Order shall be brought in a court of competent jurisdiction in the State where Buyer has its principal place of business. If this Order is issued under a Government prime contract, in addition to the governing law of the State where Buyer has its principal place of business, this Order shall be governed by the federal law of contracts, as interpreted by the Armed Service Board of Contract Appeals, the U.S. Court of Federal Claims, and other Federal courts. If a decision on a question of fact is issued by the Contracting Officer under the Prime Contract "Disputes" clause and the decision relates to this Order, said decision, if binding upon Buyer under the prime contract, shall also be binding upon Buyer and Seller with respect to this Order.

25. SAFEGUARDING PRODUCTS IN PROCESS. In all Orders where progress payments or milestone payments are made by the Buyer, Seller must properly safeguard against loss, damage and/or theft of all Products, work-in-process, Special Tooling, plans, drawings and specifications.

26. APPROVALS. Wherever this Order provides for submittal of designs, components, or other items for approval of Buyer, such approvals shall not be construed as Buyer's agreement as to the adequacy of said design, component, or item, nor as an agreement or acknowledgment that the design, component, or item shall meet the requirements of this Order. Such approvals are solely for the purpose of insuring Buyer's knowledge of Seller's plans and progress and shall indicate only that Seller's general approach towards meeting requirements under this Order is satisfactory. Such approvals shall in no way relieve the Seller of its responsibility for any error or deficiency which may exist in the submitted design, component, or other item, as Seller shall be responsible for meeting all the requirements of this Order.

27. STOP WORK ORDER. The Buyer reserves the right to stop work under this Order for a reasonable time without incurring any additional liability.

28. ADMINISTRATION. Notwithstanding any other provisions of this Order or any document referenced herein, the Procurement Representative has the sole authority to make contractual commitments on behalf of the Buyer, to provide contractual direction, and to change contractual requirements as defined in this Order. Buyer's engineering, technical personnel and other representatives may from time to time render assistance or give technical advice or discuss or affect an exchange of information with Seller's personnel concerning the Products hereunder. However, no such action or exchange shall be deemed to be a change under the "Changes" clause of this Order and shall not be the basis for an equitable adjustment, whether in price or delivery schedule, unless approved and issued, in writing, by the Procurement Representative. Where Buyer approval is required under the terms of this Order, it shall be construed to mean the approval of the Procurement Representative.

29. MODIFICATION OF ORDER. This Order integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties. No course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The terms and conditions contained in this Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by Buyer's Procurement Representative and delivered by Buyer to Seller.

30. INSOLVENCY. If Seller ceases to conduct its operations in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by Seller, Buyer may terminate this Order without liability, except for payment for deliveries of Products, which have been previously accepted or which are completed as of the date of termination and are subsequently delivered and accepted in accordance with the terms of this Order.

31. FORCE MAJEURE. Neither party shall be liable for delays in delivery caused by circumstances beyond its reasonable control, including strikes, lockouts, riots, epidemics, war, fire, explosion, acts of God, or acts of terrorism. In no event shall shipping delays, Product shortages, or lack of finances or cash flow shortages be considered as a cause beyond the control of a party. The party affected by the Force Majeure shall give prompt written notice thereof and, upon cessation of the Force Majeure, take all reasonable steps to resume compliance with its obligations. Notwithstanding the above, if such delays extend Seller's delivery or performance date

by more than ninety (90) days, Buyer may terminate such part of this Order remaining to be performed without any further obligation or liability to Seller, except for payment for Products already delivered and accepted.

32. ENVIRONMENTAL AND SAFETY POLICIES. All work shall be performed by Seller in full compliance with all applicable federal, state and local government environmental, health, and safety laws and regulations, and all applicable ISO 14001 policies enacted by Buyer's facility receiving the Products. All work performed on Buyer's premises shall be performed in conformity with all plant environmental and safety requirements specified by Buyer. All of Seller's personnel performing work under this Order shall be fully trained and otherwise qualified and competent to perform work assigned to them that has actual or potential environmental impacts. Seller shall indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense, including lost profit, attorney's fees and court costs, that relates to environmental damages, property damage and/or personnel injury, including injury to remediation personnel, and all related liabilities and associated costs relating to or arising from the Seller's performance under this Order.

In addition, for all work performed on Buyer's premises, Seller shall provide immediate notice, orally and in writing, to the Buyer's Environmental Health and Safety Department of all environmental-related accidents, incidents, and/or damage or liability claims by third parties, of which Seller becomes aware during the performance of work by Seller under this Order.

33. EXPORT/IMPORT COMPLIANCE. The following restrictions shall apply to all designs, drawings, and other technical documents and information (hereinafter referred to as "Technical Data") and assistance (hereinafter referred to as "Technical Assistance") furnished or disclosed to Seller by Buyer and to any Products manufactured by Seller, its subsidiaries, affiliates, contractors and subcontractors, by use of such Technical Data and/or Technical Assistance. In connection with the disclosure, delivery, or export of Technical Data or Technical Assistance by Buyer to Seller, Seller shall comply, and shall cause its subsidiaries, affiliates, contractors and subcontractors, at all tiers, to comply with any export restrictions imposed by any governmental agency of the United States of America, including, without limitation, the provisions of the Export Administration Act of 1979 (50 USC 2401-2420) and the Export Administration Regulations (15 CFR 768-799) promulgated thereunder; the Arms Export Control Act of 1976 (22 USC 2751-2779), the International Traffic in Arms Regulation (22 CFR 120-128 and 130) promulgated thereunder. The Parties acknowledge that these statutes and regulations impose restrictions on import, export, and transfer to third countries of certain categories of Technical Data, Technical Assistance and Products, and that authorization from the U.S. Department of State and/or U.S. Department of Commerce may be required before such Technical Data, Technical Assistance and Products can be disclosed, transferred or exported to non-U.S. persons or companies, and that such export authorizations may impose further restrictions on the use of such Technical Data, Technical Assistance and Products. Seller shall indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense, including lost profit, attorney's fees and court costs, for any failure or alleged failure of Seller to comply with any applicable laws, statutes, rules, regulations or orders, including, without limitation, the export/import laws of the United States.

In addition the Seller shall obtain Buyer's permission, in writing, before any Technical Data or Buyer Proprietary Information is provided to any non-US person, including, without limitation, any non-US subsidiary or affiliate of the Seller. Seller shall provide Buyer with a detailed list of all potential non-US contractors and subcontractors, identify the ultimate parent company of each such non-US contractor or subcontractor, and provide full legal names and addresses, e-mail addresses, telephone numbers, and contacts for each such entity to Buyer prior to providing any Technical Data, Technical Assistance or Products to any such entity in connection with this Order. Seller shall return all Technical Data to Buyer after completion or termination of this Order unless otherwise directed by Buyer.

Seller shall provide appropriate certification to Buyer regarding the classification of the Product(s) procured under this Agreement on either the United States Munitions List (USML) or the Commerce Control List (CCL). Furthermore, Seller shall provide the USML Category or Export Control Classification Number (ECCN) to Buyer, as applicable.

34. RIGHT OF ACCESS. Subject to all applicable Government security regulations, acceptance of this Order shall grant to authorized representatives of Buyer and its customer (with the prior concurrence of Buyer's Procurement Representative) right of access to all facilities involved in performing work under this Order and to all applicable records in order to review progress, discuss problems/failures and witness testing pertaining to the requirements of this Order. Seller shall provide adequate information on performance of this Order in response to reasonable requests by Buyer and/or its customer.

35. RECORDS RETENTION. For non-government funded Orders, Seller shall retain all applicable records related to the work hereunder, including its subcontractor records, for five (5) years after final payment by Buyer. For government funded Orders, Seller should refer to Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulations for guidance on records retention.

36. PROTECTION OF PROPRIETARY INFORMATION. In the event that any obligations related to proprietary information set forth on the face of this Order or within a duly signed non-disclosure agreement between Buyer and Seller are inconsistent with the provisions set forth herein, the obligations set forth on the face of this Order or within such non-disclosure agreement shall govern the parties' obligations. Any information of the Buyer identified as confidential or proprietary that is provided by Buyer to Seller (hereinafter referred to as "Buyer Proprietary Information") shall remain the property of Buyer. Seller agrees to comply with all proprietary information markings and restrictive legends applied by Buyer to such Buyer Proprietary Information. Seller shall hold all Buyer Proprietary Information in confidence until three (3) years after the completion or termination of this Order.

Seller agrees to use Buyer Proprietary Information only for the purpose of performing under this Order and agrees not to disclose such information to third parties without the prior written consent of Buyer. The Seller shall disclose Buyer Proprietary Information only to its employees having a "need to know" and shall ensure that each such employee is aware of this clause and has agreed to abide by its provisions.

Seller shall maintain information protection processes and systems sufficient to adequately protect Buyer's Proprietary Information from unauthorized access, disclosure, modification, or destruction. Seller agrees that it will protect Buyer Proprietary Information using the same degree of care it uses to protect its own proprietary information, but in no event less than a reasonable degree of care. Contractor shall not copy or reproduce any Buyer Proprietary Information without the prior written consent of Buyer.

Seller agrees that, in the event of a breach or threatened breach of its obligations under this clause, Buyer may be irreparably harmed such that monetary damages will not adequately compensate for its injuries. In the event of any such breach or threatened breach, Buyer shall be entitled, in addition to any rights or remedies it may have at law or in equity, to temporary and permanent injunctive relief, without posting bond or other security, issued by any court of competent jurisdiction enjoining and restraining Seller from continuing such breach and the payment by Seller of all costs associated with any related litigation, including attorneys' fees. The Seller shall, upon the Buyer's request or upon completion of this Order, whichever occurs first, promptly return all drawings and specifications or other Buyer Proprietary Information to the Buyer.

Unless the parties otherwise agree in writing, Buyer shall be entitled to use any Seller information provided under this Order without limitation or restriction, regardless of any Seller markings or designations to the contrary.

37. BUSINESS CONDUCT AND ETHICS. Buyer is committed to building strong business relationships with its suppliers based on lawful, honest, ethical, and impartial business practices. Buyer's expectation is that Seller will also conduct its business in a lawful, honest, ethical, and impartial manner. Buyer's further expectation is that Seller will have (or will develop) and adhere to a code of ethical standards. If Seller has cause to believe that Buyer or any employee or agent of Buyer has behaved improperly or unethically in connection with this Order, Seller shall report such behavior in accordance with the Textron Business Conduct Guidelines. Copies of these guidelines and contact information for such reports are available at www.textron.com under About Textron/Our Commitment/Business Conduct Guidelines.

38. RELATIONSHIP OF THE PARTIES. This Order shall not constitute, create, or give effect to or otherwise imply a joint venture or partnership of any kind. Each party to this Order is an independent contractor. Neither party shall be deemed to be an employee, agent, partner or legal representative of the other for any purpose, and neither shall have any right, power or authority to create any obligation on behalf of or bind the other in any way.

39. NO RESTRICTIONS. To the best of the Seller's knowledge and belief, no restrictions exist which have impaired or would impair the full performance of this Order or would impair the fulfillment of any obligations hereunder.

40. LIENS. The Seller shall immediately discharge or cause to be discharged any liens, other than liens in favor of the Buyer, which at any time exist or arise in connection with the Products furnished under this Order or any work-in-process related thereto. If any such lien is not immediately discharged, the Buyer may discharge or cause to be discharged such lien at the expense of the Seller. Seller shall include the substance of this clause in all purchase orders and subcontracts issued by it hereunder.

41. PARTS OBSOLESCENCE. Buyer may desire to place additional orders for any Products purchased hereunder. Accordingly, Seller shall provide Buyer with a Last-Time-Buy Notice at least twelve (12) months prior to any action to discontinue any Products purchased hereunder.

42. OFFSET CREDITS FOR FOREIGN PROCUREMENTS. Buyer represents that its business base consists, in part, of international orders, and that it must, from time to time, enter into international offset agreements to secure such orders. To the extent that the Products ordered hereunder are components of Buyer's products sold to a foreign nation or concern or are non-recurring activities, tooling, equipment, engineering, etc. associated with Buyer's products sold to a foreign nation or concern, and in recognition

that such sale results, directly or indirectly, in business opportunities, sales or revenue for the Seller, the Seller agrees to cooperate with Buyer in the fulfillment of any offset program obligations that Buyer may be required to accept as a condition of such foreign sale. Seller hereby commits to assume and discharge a proportionate share of said offset obligation(s), either directly or through a mutually agreeable third party, by engaging in such activities as subcontracting, co-production, co-development, technology transfers, counter trade, investments, joint ventures, etc. for Buyer's customer countries.

Buyer expressly claims the right to all industrial benefits and other offset credits arising with respect to any Products ordered hereunder, including any related issues by the Seller to sources in the foreign customer's country. The Seller agrees to provide all necessary information in such form as may be required to enable Buyer to obtain the aforementioned offset credits.

43. SURVIVAL. The following Order terms shall survive the completion or termination of this Order:

- Warranty, Clause 7
- Taxes, Clause 10
- Advertising, Announcements, and News Releases, Clause 12
- Intellectual Property, Clause 13
- Drawings, Clause 14
- Hold Harmless, Clause 23
- Governing Law, Clause 24
- Environmental and Safety Policies, Clause 32
- Export/Import Compliance, Clause 33
- Records Retention, Clause 35
- Protection of Proprietary Information, Clause 36
- Liens, Clause 40
- Parts Obsolescence, Clause 41
- Any Supplemental Terms and Conditions, listed below, that by their nature should survive.

44. SEVERABILITY. In the event that the application of any provision hereof to any particular facts or circumstances shall be held to be invalid or unenforceable under the governing law hereof, then: (a) such provision shall be reformed without further action by the parties to the extent strictly necessary to render such provision valid and enforceable when applied to such particular facts or circumstances; and (b) the validity and enforceability of such provision as applied to any other particular facts or circumstances, and the validity and enforceability of all of the other provisions hereof, shall in no way be affected or impaired thereby.

SUPPLEMENTAL TERMS AND CONDITIONS FOR BOTH FIXED PRICE AND COST-REIMBURSABLE ORDERS UNDER U.S. GOVERNMENT CONTRACTS.

When the Products are for use in connection with a U.S. Government prime contract or subcontract, in addition to the above General Terms and Conditions, the following Supplemental Terms and Conditions shall apply as required by the terms of the prime contract or by operation of law or regulation. Buyer is flowing down to Seller certain provisions and clauses from the Federal Acquisition Regulations (FAR), Department of Defense FAR Supplement (DFARS), or NASA FAR Supplement (NFS) (collectively, "FAR Clauses"). These FAR Clauses are hereby incorporated by reference, as applicable, and in the manner set forth below, as modified by any parenthetical information. FAR Clauses inapplicable to the performance of this Order under Buyer's Government contract are self-deleting. If the substance of a FAR Clause is different than the substance of the clause actually incorporated in Buyer's Government contract, then the substance of the clause actually incorporated in Buyer's Government contract shall apply instead. The parties hereby agree to amend these Supplemental Terms and Conditions to include any additional or revised FAR Clauses incorporated in Buyer's Government contract that are applicable to the performance of this Order. The parties shall handle any such amendments to these Supplemental Terms and Conditions under Clause 11, Changes. Seller shall flow down to its lower-tier subcontractors all applicable FAR Clauses and any other requirements of this Order and applicable law so as to enable and ensure that Buyer and Seller comply with all applicable requirements of Buyer's Government contract. It is intended by the parties that these FAR Clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to Buyer, and to insure Seller complies with its obligations to Buyer and to the Government, and to enable Buyer to meet its own contract obligations to the Government. Consequently, in interpreting and applying FAR Clauses flowed down to Seller, and as context requires, the terms "Contractor" and "Offeror" shall mean Seller, the term "Contract" shall mean this Order, and the term "Government", "United States", "Contracting Officer", "Administrative Contracting Officer" and equivalent phrases shall mean Buyer and/or Buyer's Procurement Representative. In addition, the term "Commercial Item" means a commercial item as defined in FAR 2.101. However, as an exception to the foregoing, the terms "Government" and "Contracting Officer" do not change in the following circumstances:

(a) in the phrases "Government Property", "Government-Furnished Property" and "Government-Owned Property";

- (b) in the patent rights clauses incorporated herein, if any;
- (c) when a right, act, authorization or obligation can be granted or performed only by the Government or a Contracting Officer or his/her duly-authorized representative;
- (d) when title to property is to be transferred directly to the Government; and
- (e) when access to proprietary financial information or other proprietary data is required, except as otherwise provided in this Order.

FAR Clauses flowed down by Buyer to Seller pursuant to this provision may require submission of certificates. All such required representations and certifications made by Seller in connection with these FAR Clauses, including all such certifications submitted by Seller with its offer, are hereby incorporated in this Order by reference. Seller shall, with respect to applicable FAR Clauses flowed down pursuant to this provision, furnish to Buyer (or directly to the Government upon request of Buyer) any certificate required to be furnished by any FAR Clause and any certificate required by any further U.S. law, ordinance, or regulation with respect to Seller's compliance with the terms and provisions of U.S. laws, ordinances, or regulations. As used in this paragraph, the word "certificate" shall include any plan or course of action or record keeping function, as, for example, a small business subcontracting plan for which flow down is required.

Seller shall indemnify and hold Buyer harmless from and against any price reduction in Buyer's Government contract, as well as Buyer's reasonable attorney fees and other direct costs to defend Government contract claims when said reduction is attributable to the failure of Seller or Seller's subcontractors to properly discharge applicable duties under the Truth in Negotiation Act, Cost Accounting Standards and other applicable clauses incorporated by reference in accordance with this provision. These Supplemental Terms and Conditions are in addition to and not in derogation of the General Terms and Conditions and any "other" terms and conditions of this Order; however, in the event that any Supplemental Term or Condition is determined to be inconsistent with any printed General Term or Condition or any "other" term and condition of this Order, the Supplemental Term or Condition shall govern.

I. FAR (48 CFR Chapter 1) Clauses Incorporated by Reference

A. GENERAL

52.202-1	Definitions
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.204-2	Security Requirements (applicable if this Order requires access to classified information)
52.204-9	Personal Identity Verification of Contractors (applicable if the Seller will have routine physical access to a federally-controlled facility or routine access to a federally-controlled information system)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.
52.211-5	Material Requirements
52.219-8	Utilization of Small Business Concerns
52.222-1	Notice to the Government of Labor Disputes
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity (paragraphs (b)(1) through (11) only)
52.222-50	Combating Trafficking in Persons
52.222-54	Employment Eligibility Verification (applicable if this Order (1) is for commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item) or construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States)
52.223-3	Hazardous Material Identification and Material Safety Data (applicable if this Order involves hazardous material)
52.223-11	Ozone Depleting Substances (applicable if the Products were manufactured with or contain ozone-depleting substances)
52.223-18	Contractor Policy to Ban Text Messaging While Driving
52.225-1	Buy American Act – Supplies (applicable if the Products contain other than domestic components)
52.225-13	Restrictions on Certain Foreign Purchases
52.227-10	Filing of Patent Applications - Classified Subject Matter (applicable if the Products or any patent application may cover classified subject matter)
52.227-11	Patent Rights – Ownership by the Contractor (applicable if this Order includes, at any tier, experimental, developmental or research work, and Seller is a small business or domestic nonprofit organization)
52.227-14	Rights in Data – General (applicable if data will be produced, furnished or acquired under this Order)
52.227-16	Additional Data Requirements

<p>52.234-1 Industrial Resources Developed under Defense Production Act Title III</p> <p>52.242-15 Stop-Work Order</p> <p>52.243-1 Changes – Fixed-Price (change all references to “30 days” to “20 days”)</p> <p>52.244-6 Subcontracts for Commercial Items</p> <p>52.245-1 Government Property (Alternates 1 and 2 apply. Seller shall provide to Buyer immediate notice of any disapproval, withdrawal of approval, or nonacceptance by the Government of its property control system)</p> <p>52.245-2 Government Property (Installations Operation Services)</p> <p>52.247-63 Preference for U.S. Flag Air Carriers (applicable if this Order involves international air transportation)</p> <p>52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels</p> <p>52.249-2 Termination for Convenience of the Government (Fixed-Price) (in paragraph (c) change “120 days” to “45 days”; in paragraph (d) “15 days” is changed to “30 days”, and “45 days” is changed to “60 days”; in paragraph (e) change “1 year” to “60 days”; paragraph (j) is deleted; in paragraph (l) change “90 days” to “45 days”)</p>	<p>52.215-10* Price Reduction for Defective Cost or Pricing Data (applicable to Orders if submission of cost or pricing data is required)</p> <p>52.215-11* Price Reduction for Defective Cost or Pricing Data – Modifications (applicable to Orders if submission of cost or pricing data is required for modifications)</p> <p>52.215-12* Subcontractor Cost or Pricing Data (applicable to Orders if not otherwise exempt under FAR 15.403)</p> <p>52.215-13* Subcontractor Cost or Pricing Data – Modifications (applicable to Orders if not otherwise exempt under FAR 15.403)</p> <p>52.215-15 Pension Adjustments and Asset Reversions (applicable if this Order meets the applicability requirements of FAR 15.408(g))</p> <p>52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions (applicable if this Order meets the applicability requirements of FAR 15.408(j))</p> <p>52.215-19 Notification of Ownership Changes (applicable if this Order meets the applicability requirements of FAR 15.408(k))</p> <p>52.215-20* Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data</p> <p>52.215-21* Requirements for Cost or Pricing Data or Information</p> <p>52.215-22 Limitations on Pass-Through Charges – Identification of Subcontractor Effort</p> <p>52.215-23 Limitations on Pass-Through Charges Other Than Cost or Pricing Data - Modifications</p> <p>52.230-2 Cost Accounting Standards (excluding paragraph (b))</p> <p>52.230-3 Disclosure and Consistency of Cost Accounting Practices (excluding paragraph (b))</p> <p>52.230-6 Administration of Cost Accounting Standards (applicable if FAR 230-2 or FAR 52.230-3 applies)</p>
<p>B. ALL ORDERS OVER \$10,000</p> <p>52.222-20 Walsh-Healy Public Contracts Act</p> <p>52.222-36 Affirmative Action for Workers with Disabilities</p> <p>52.225-8 Duty-Free Entry</p>	<p>52.215-20* Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data</p> <p>52.215-21* Requirements for Cost or Pricing Data or Information</p> <p>52.215-22 Limitations on Pass-Through Charges – Identification of Subcontractor Effort</p> <p>52.215-23 Limitations on Pass-Through Charges Other Than Cost or Pricing Data - Modifications</p> <p>52.230-2 Cost Accounting Standards (excluding paragraph (b))</p> <p>52.230-3 Disclosure and Consistency of Cost Accounting Practices (excluding paragraph (b))</p> <p>52.230-6 Administration of Cost Accounting Standards (applicable if FAR 230-2 or FAR 52.230-3 applies)</p>
<p>C. ALL ORDERS OVER \$100,000</p> <p>52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (applicable if this Order may require or involve the employment of laborers and mechanics)</p> <p>52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans</p> <p>52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans Veterans of the Vietnam Era</p> <p>52.223-14 Toxic Chemical Release Reporting (excluding paragraph (e))</p>	<p>52.215-23 Limitations on Pass-Through Charges Other Than Cost or Pricing Data - Modifications</p> <p>52.230-2 Cost Accounting Standards (excluding paragraph (b))</p> <p>52.230-3 Disclosure and Consistency of Cost Accounting Practices (excluding paragraph (b))</p> <p>52.230-6 Administration of Cost Accounting Standards (applicable if FAR 230-2 or FAR 52.230-3 applies)</p>
<p>D. ALL ORDERS OVER \$150,000</p> <p>52.203-6 Restrictions on Subcontractor Sales to the Government</p> <p>52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1))</p> <p>52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (applicable if Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this Order)</p> <p>52.203-10 Price or Fee Adjustment for Illegal or Improper Activity</p> <p>52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions</p> <p>52.203-12 Limitation on Payments to Influence Certain Federal Transactions</p> <p>52.215-2 Audit and Records – Negotiation (applicable if: (1) the Order is a cost-reimbursement, incentive, time-and-materials, labor-hour or price redeterminable type contract, (2) Seller is required to furnish cost or pricing data, or (3) the Order requires Seller to furnish cost, funding or performance reports)</p> <p>52.215-14 Integrity of Unit Prices (excluding paragraph (b))</p> <p>52.219-8 Utilization of Small Business Concerns</p> <p>52.227-1 Authorization and Consent (applicable only if the prime contract contains this clause)</p> <p>52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement</p> <p>52.228-5 Insurance – Work on a Government Installation (applicable if this Order requires work on a Government installation)</p> <p>52.248-1 Value Engineering</p>	<p>G. ALL ORDERS OVER \$5,000,000</p> <p>52.203-13 Contractor Code of Business Ethics and Conduct (applicable if the period of performance is more than 120 days)</p> <p>52.203-14 Display of Hotline Poster(s) (applies unless this Order is for the acquisition of a commercial item or is performed entirely outside the United States)</p>
<p>E. ALL ORDERS OVER \$650,000</p> <p>52.219-9 Small Business Subcontracting Plan (applicable to Orders where the Seller is not a small business)</p>	<p>H. ALL DPAS RATED ORDERS</p> <p>52.211-15 Defense Priority and Allocation Requirements (applicable if a priority rating is noted in this Order)</p>
<p>F. ALL ORDERS OVER \$650,000 (\$700,000 for contracts after 10-01-2010 where indicated by *)</p>	<p>II. DFARS (48 CFR Chapter 2) Clauses Incorporated by Reference</p> <p>A. GENERAL</p> <p>252.204-7000 Disclosure of Information</p> <p>252.204-7008 Requirements for Contracts Involving Export-Controlled Items</p> <p>252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material</p> <p>252.211-7003 Item Identification and Valuation</p> <p>252.215-7004 Excessive Pass-Through Charges (applies unless this Order is a fixed price contract awarded on the basis of adequate price competition or a fixed price contract for acquisition of a commercial item)</p> <p>252.219-7003 Small Business Subcontracting Plan (DoD Contracts)</p> <p>252.223-7001 Hazard Warning Labels (applicable if this Order requires Seller to deliver hazardous materials)</p> <p>252.223-7002 Safety Precautions for Ammunition and Explosives (applicable if this Order involves ammunition or explosives)</p> <p>252.223-7003 Change in Place of Performance – Ammunition and Explosives</p> <p>252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (applicable if this Order requires, may require or permits Seller to treat or dispose of non-DoD owned toxic or hazardous materials)</p> <p>252.223-7007 Safeguarding sensitive conventional arms, ammunition, and explosives</p> <p>252.225-7001 Buy American Act and Balance of Payments Program</p> <p>252.225-7007 Prohibition of Acquisition of US Munitions List Items from Communist Chinese Military Companies (applies to items covered by the U.S. Munitions List)</p>

- 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals
- 252.225-7010 Commercial Derivative Military Article – Specialty Metals Compliance Certificate
- 252.225-7013 Duty-Free Entry (applies in lieu of FAR 52.225-8 for DoD Orders)
- 252.225-7016 Restrictions on Acquisition of Ball and Roller Bearings
- 252.225-7025 Restriction on Acquisition of Forgings
- 252.227-7013 Rights in Technical Data – Non-commercial Items
- 252.227-7014 Rights in Non-commercial Computer Software and Non-commercial Computer Software Documentation (Alt. 1)
- 252.227-7015 Technical Data – Commercial Items (applies in lieu of DFARS 252.227-7013 for commercial items)
- 252.227-7016 Rights in Bid or Proposal Information (applies when DFARS 252.227-7013 is used)
- 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions
- 252.227-7018 Rights in Non-commercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program
- 252.227-7019 Validation of Asserted Restrictions – Computer Software (applies when DFARS 252.227-7014 is used)
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (applies when DFARS 252.227-7013 or DFARS 252.227-7014 are used)
- 252.227-7026 Deferred Delivery of Technical Data or Computer Software
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government
- 252.227-7030 Technical Data - Withholding of Payment (applies when DFARS 252.227-7013 is used)
- 252.227-7037 Validation of Restrictive Markings on Technical Data (applies when DFARS 252.227-7013, DFARS 252-227-7014 or DFARS 252.227-7015 are used)
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
- 252.231-7000 Supplemental cost principles
- 252.234-7002(h) Earned Value Management System
- 252.235-7003 Frequency Authorization
- 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers
- 252.239-7016 Telecommunications Security Equipment, Devices, Techniques and Services
- 252.243-7001 Pricing of Contract Modifications
- 252.246-7001 Warranty of Data (additional liability provisions at paragraph (d)(3) are applicable only if the Alternate I or II version of this clause is included in Buyer's prime contract)
- 252.246-7003 Notification of Potential Safety Issues (applicable if this Order is for parts identified as critical safety items; systems and subsystems, assemblies, and subassemblies integral to a system; or repair, maintenance or logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system)
- 252.247-7023 Transportation of Supplies by Sea
- 252.247-7024 Notification of Transportation of Supplies by Sea (applicable if the prime contractor's original response to the solicitation stated that no transportation by sea was contemplated)

- 252.215-7000 Pricing Adjustments
- 252.219-7003 Small Business Subcontracting Plan (DoD contracts)
- 252.225-7004 Report of Intended Performance Outside the United States and Canada – Submission after Award

F. ALL ORDERS OVER \$1,000,000

- 252.211-7000 Acquisition Streamlining
- 252.222-7006 Restrictions on the use of Mandatory Arbitration Agreements
- 252.225-7033 Waiver of United Kingdom Levies (applies only to Orders with UK Sellers)

III. In addition to those Supplemental Terms and Conditions for Fixed Price Orders set forth above, the following additional FAR Clauses apply to Cost-Reimbursable Orders

- 52.215-16 Facilities Capital Cost of Money (applicable if this Order is subject to the Cost Principles at FAR 31.2 and the Seller proposed facilities capital cost of money in its offer)
- 52.215-17 Waiver of Facilities Capital Cost of Money (applicable if this Order is subject to the Cost Principles at FAR 31.2 and the Seller did not propose facilities capital cost of money in its offer)
- 52.216-7 Allowable Cost and Payment
- 52.216-8 Fixed Fee (applicable if the Seller is entitled to receive a fixed fee under the Order)
- 52.216-10 Incentive Fee (applicable if the Seller is entitled to receive an incentive fee under the Order)
- 52.228-7 Insurance--Liability to Third Persons
- 52.232-20 Limitation of Cost
- 52.232-22 Limitation of Funds
- 52.242-1 Notice of Intent to Disallow Costs
- 52.243-2 Changes – Cost Reimbursement (change all references to "30 days" to "20 days")
- 52.249-6 Termination (Cost-Reimbursement) (in paragraph (d) change "120 days" to "45 days"; in paragraph (e) "15 days" is changed to "30 days", and "45 days" is changed to "60 days"; in paragraph (f) change "1 year" to "60 days"; paragraph (j) is deleted)

The Federal Acquisition Regulations, DoD FAR Supplement, and Federal and Defense Acquisition Circulars are available from:

The Superintendent of Documents
U.S. Printing Office
Washington, DC 20401

B. ALL ORDERS OVER \$150,000

- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies

C. ALL ORDERS OVER \$500,000

- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

D. ALL ORDERS OVER \$550,000

- 252.249-7002 Notification of Anticipated Contract Termination or Reduction

E. ALL ORDERS OVER \$650,000