

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

SPECIAL U.S. GOVERNMENT PROVISIONS. The provisions set forth hereunder shall apply in addition to those attached to the Purchase Order. Seller hereby agrees to flow down the applicable FAR clauses to its lower-tier subcontractors.

- a. **Audits.** Seller agrees that its books and records and its plans or any such part thereof as may be engaged in the performance of this AGREEMENT, shall at all reasonable times be subject to inspection and audit by any person designated by the head of any executive department of the U. S. Government or any representative of buyer.
- b. **Quality Control.** Except as otherwise provided in this AGREEMENT, Seller's system of Quality Control during the performance of this AGREEMENT shall be in accordance with the specifications as are required by Buyer's prime contract or higher tier AGREEMENT.
- c. **Modification.** Seller agrees it will negotiate AGREEMENT modification(s) in good faith to incorporate additions, deletions, and changes to the clauses set forth below if Buyer deems them necessary to comply with Buyer's Contract or modifications to Buyer's Contract. If any such modification to this Purchase Order causes an increase or decrease in the cost, or the time required for the performance, of any part of the work under this AGREEMENT, an equitable adjustment shall be made pursuant to the "Changes" clause of this Purchase Order. Seller shall proceed immediately to perform this AGREEMENT as changed.
- d. **Government/Buyers Property.** Seller shall maintain and administer a program for the maintenance, repair, protection, and preservation of Buyer and Government property in accordance with FAR 52.245-1, June 2007. Seller assumes risk of and shall be responsible for any loss or damage to Government property except for reasonable wear and tear and except to the extent that such property is incorporated in the Goods delivered under this AGREEMENT. The Buyer or Government makes no warranty, express or implied, with respect to the serviceability and or suitability of property of performance of this AGREEMENT. Any repairs, replacements or refurbishments shall be at the Seller's expense. Upon completion of this Order or at such earlier times as Buyer may request, Seller shall submit, in acceptable form, inventory schedules covering all items of Buyer and Government property pertaining to this AGREEMENT. In addition, upon the request of the Buyer, the Seller may be required to furnish a list of all Buyer and Government property required to support any follow-on requirement. This list shall be in an acceptable format and identify the category, quantity and acquisition cost. To the extent that such use will not interfere with Seller's performance of this or other AGREEMENTS from Buyers, this clause shall not limit the use by the Seller of property to which the Government has title in the production of end items on direct Government Order; however, nothing herein will be deemed to contravene the rights of the Government under FAR 52.245-1.
- e. **FAR Clauses.** The following clauses of the FAR are incorporated herein by reference, as applicable, and made part hereof with the same force and effect as if they were given in full text, including any notes following the clause citations, to this AGREEMENT. The clauses in effect in the Buyer's Contract on the date of this Purchase Order are incorporated by reference and changes, if necessary, to each such clause, including dates, shall be made to be consistent with the intent of the changes set forth below or as required by Buyer's customer. In the following FAR and DFARS clauses, unless otherwise noted, "Contractor" or "Offeror" shall mean "Seller", "Government" or "United States" shall mean "Buyer", "Contract" shall mean this AGREEMENT, and "Contracting Officer", "Administrative Contracting Officer" and "ACO" shall mean "Buyer's Representative", unless otherwise noted.

Regulatory Cite	Title
52.202-1	DEFINITIONS
52.203-3	GRATUITIES
52.203-5	COVENANT AGAINST CONTINGENT FEES
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	ANTI-KICKBACK PROCEDURES
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER

52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.209-9	UPDATES OF PUBLICITY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS
52.210-1	MARKET RESEARCH
52.211-5	MATERIAL REQUIREMENTS
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	AUDIT AND RECORDS - NEGOTIATIONS
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA-MODIFICATIONS
52.215-14	INTEGRITY OF UNIT PRICES
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000
52.222-21	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	EQUAL OPPORTUNITY
52.222-35	EQUAL OPPORTUNITY FOR VETERANS
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
52.222-37	EMPLOYMENT REPORTS ON VETERANS
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
52.222-50	CONBATTING TRAFFICKING IN PERSONS
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-6	DRUG-FREE WORKPLACE
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	AUTHORIZATION AND CONSENT
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-3	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	PAYMENTS
52.232-8	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	EXTRAS
52.232-17	INTEREST
52.232-23	ASSIGNMNET OF CLAIMS
52.232-25	PROMPT PAYMENT
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS
52.233-1	DISPUTES
52.233-3	PROTEST AFTER AWARD

52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.243-1	CHANGES--FIXED PRICE (AUG 1987)--ALTERNATE I (APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	GOVERNMENT PROPERTY
52.245-9	USE AND CHARGES
52.247-63	PREFERENCE FOR U.S. – FLAG AIR CARRIERS
52.248-1	VALUE ENGINEERING
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	COMPUTER GENERATED FORMS
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
252.204-7000	DISCLOSURE OF INFORMATION
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT
252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS
252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS
252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION AND EXPLOSIVES
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM CHINESE MILITARY COMPANIES
252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALITY METALS
252.225-7048	EXPORT-CONTROLLED ITEMS
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS
252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS
252.227-7014	RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION
252.227-7016	RIGHTS IN BID AND PROPOSAL INFORMATION
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS-COMPUTER SOFTWARE
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS
252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE
252.227-7030	TECHNICAL DATA-WITHHOLDING OF PAYMENT
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
252.231-7000	SUPPLEMENTAL COST PRINCIPLES
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS
252.232-7010	LEVIES ON CONTRACT PAYMENTS
252.243-7001	PRICING OF CONTRACT MODIFICATIONS

252.243-7002	REQUEST FOR EQUITABLE ADJUSTMENT
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS
252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT FURNISHED PROPERTY
252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION
252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA - BASIC