

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

SPECIAL U.S. GOVERNMENT PROVISIONS. The provisions set forth hereunder shall apply in addition to those terms in the Purchase Order/Agreement (hereinafter the “AGREEMENT”) or attached/referenced in the AGREEMENT and incorporated by reference. Seller hereby agrees to flow down the applicable FAR, DFARS, or other agency clauses to its lower-tier subcontractors as required.

1. **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.
2. **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.
3. **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.
4. **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. 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.
5. **Clauses.** The following clauses of the FAR, DFARS, or other agency clauses 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 any changes, if necessary, to each such clause, including dates, shall be made to be consistent to the requirements of Buyer's customer. Upon Seller's written request, Buyer's Purchasing Representative will make their full text available. Also, the full text of a FAR, DFARS, or agency clause may be accessed electronically at this addresses: <https://www.acquisition.gov> or <https://www.acq.osd.mil/dpap/dars/index.html>. In all clauses listed herein, terms shall be revised to suitably identify the party to establish Seller’s obligations to Buyer and to the Government; and to enable Buyer to meet its obligations under its prime contract. Whenever said clauses include a requirement for the resolution of disputes

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between the Parties in accordance with the FAR “Disputes” clause, the dispute shall instead be disposed of in accordance with the clause entitled “Disputes/Claims” in the Standard General Terms and Conditions for Goods & Services. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term “Government” and equivalent phrases shall mean “Buyer”, the term “Contracting Officer” shall mean “Buyer’s Purchasing Representative”, the term “Contractor” or “Offeror” shall mean “Seller”, “Subcontractor” shall mean “Seller’s Subcontractor” under this AGREEMENT, and the term “Contract” shall mean this “AGREEMENT”. For the avoidance of doubt, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227-2 and (2) when title to property is to be transferred directly to the Government. Nothing in this AGREEMENT grants Seller a direct right of action against the Government. If any of the following FAR, DFARS, or agency clauses do not apply to this AGREEMENT, such clauses are considered to be self-deleting. The column appearing in Table One and Two below titled “Conditions” identifies the triggering requirements that make each Clause applicable to the AGREEMENT. Buyer’s notations in this Column are provided for reference only and shall not serve to render an applicable Clause inapplicable where the terms of the Clause differ from Buyer’s notation. Seller is responsible for confirming the applicability of each Clause while performing this AGREEMENT. Seller shall incorporate into each lower tier contract issued in support of this AGREEMENT all applicable FAR, DFARS, or agency clauses in accordance with the flow down requirements specified in such clauses, either verbatim, or in substance and by incorporation-by-reference or otherwise as appropriate.

6. FAR and DFARS Representations and Certifications. Buyer and Seller acknowledge that certain FAR and DFARS below concern representations and certifications by the offeror only to the United States Government for the solicitation or response to the RFP. Seller agrees to comply with such requirements as if it was the prime contractor and will reasonably assist Buyer in confirming or answering such FAR and DFARS representations and certifications, including any follow-on questions by the United States Government or its respective agencies or departments. Seller acknowledges it has had the opportunity to inquire as to the clauses present in Buyer’s contract and agrees to be bound to such clauses in the manner listed below.

7. Commercial Items/ Non-Commercial Items. If Seller is providing Buyer with Products that Seller determines are Commercial Items or COTS (Commercial Item Off the Shelf) as those terms are defined within FAR 2.101, then Seller shall adhere to all applicable FAR and DFARS clauses that appear in Table One below. If Seller is providing Buyer with Products that Seller determines are Non-Commercial Items, as that term is defined within FAR 2.101, the Seller shall adhere to all applicable FAR and DFARS clauses that appear in Table Two below. Where Seller is providing Buyer with Products that are a mix of Commercial Items and/or COTS, and Non-Commercial Items Seller shall adhere to all applicable FAR and DFARS clauses that appear in Table Two below. Clauses appearing below Table One and Table Two, written in full text, shall be applicable unless otherwise stated within each such clause.

8. This Project is subject to FAR 52.211-15. The DPAS Rating for this Project: DOA6

Conditions Legend
ALL – clause applies to all orders
SAT – Applicable to orders greater than \$250,000.00 (or the simplified acquisition threshold)
SB - Applicable to small business concern
>15k - Applicable to orders greater than \$15,000.00
>35k - Applicable to orders greater than \$35,000.00
>150k - Applicable to orders greater than \$150,000.00
>500k - Applicable to orders greater than \$500,000.00
>700k - Applicable to orders greater than \$700,000.00
>750k - Applicable to orders greater than \$750,000.00

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>1M - Applicable to orders greater than \$1,000,000.00
>2M - Applicable to orders greater than \$2,000,000.00
>6M - Applicable to orders greater than \$6,000,000.00
>10M - Applicable to orders greater than \$10,000,000.00
GP - Applicable in order where government property is acquired or furnished.
Government installation - Applicable in order that requires work on a government installation.
DBA Act – Where the Defense Base Act is applicable.
Outside US - Applicable in order in areas of combat operations, or other military operations
Foreign - Applicable in order in designated operational areas during contingency operations, humanitarian or peacekeeping or other military operations. Also while supporting diplomatic or consular operations
SI - Applicable in order for containing sensitive information, have access to a system of records; Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or Design, develop, maintain, or operate a system of records.
HUBZONE - need to be certified.
FPA - Applicable in order for fixed price acquisitions.
Price reductions - Applicable in order when it is contemplated that certified cost or pricing data will be required from the contractor or any subcontractor for the pricing of contract modifications.
Government unique standards - Applicable in order when the contract uses these standards when the agency uses transaction-based reporting.
Federal Controlled Facility - Applicable in order for when the subcontractor's employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally controlled information system.
Motor Carrier – Applicable in order for carriage in which a motor carrier, broker or freight forwarder will provide or arrange truck transportation services the provide for a full related adjustment.
!! - Applicable in order where repairable or consumable parts identified as critical safety items, systems and subsystems, assemblies and subassemblies integral to a system or all of the maintenance and repair into those items.
Welded shipboard - Applicable in order for items containing welded shipboard anchor and mooring chain four inches or less in diameter.
AA&E - Applicable in order where development, production, manufacture or purchase of AA&E or when AA&E will be provided as Government furnished property

TABLE ONE (COMMERCIAL ITEMS AND COTS)

Condition	Regulatory Cite	Title	Date
All	FAR 52.244-6	Subcontracts for Commercial Products and Commercial Services.	(FEB 2024)
All	FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price).	(APR 2012)

TABLE TWO (NON-COMMERCIAL ITEMS)

Condition	Regulation	Title	Date
All	FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	(JUN 2020)
All	FAR 52.209-3	First Article Approval-Contractor Testing.	(SEP 1989)

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All	FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications.	(JUN 2020)
SAT unless working with DOD then >2M	FAR 52.215-23	Limitations on Pass-Through Charges.	(JUN 2020)
All	FAR 52.222-50	Combating Trafficking in Persons.	(NOV 2021)
All	FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	(JUN 2020)
All	FAR 52.223-3	Hazardous Material Identification and Material Safety Data.	(FEB 2021)
All	FAR 52.225-13	Restrictions on Certain Foreign Purchases.	(FEB 2021)
SAT	FAR 52.227-1	Authorization and Consent.	(JUN 2020)
SAT	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	(JUN 2020)
All	FAR 52.230-2	Cost Accounting Standards.	(JUN 2020)
All subcontracts containing 52.230-2, 52.230-3, 52.230-4, 52.230-5	FAR 52.230-6	Administration of Cost Accounting Standards.	(JUN 2010)
All	FAR 52.232-39	Unenforceability of Unauthorized Obligations.	(JUN 2013)
SB	FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	(DEC 2013)
All	FAR 52.242-2	Production Progress Reports.	(APR 1991)
All	FAR 52.243-1	Changes-Fixed Price.	(AUG 1987)
All	FAR 52.243-6	Change Order Accounting.	(APR 1984)
All	FAR 52.246-11	Higher-Level contract quality requirement.	(DEC 2014)
All	FAR 52.249-8	Default (Fixed Price Supply and Service).	(APR 1984)
>6M	DFARS 252.203-7004	Display of Hotline Posters.	(DEC 2022)
All	DFARS 252.204-7015	Notice Of Authorized Disclosure of Information for Litigation Support.	(MAY 2016)
if item is uniquely identifiable	DFARS 252.211-7003	Item Unique Identification and Valuation.	(MAR 2016)
	DFARS 252.211-7007	Reporting of Government-Furnished Property.	(AUG 2012)
All orders of munitions and explosives	DFARS 252.223-7002	Safety Precautions for Ammunition and Explosives.	(DEC 1991)
All orders of munitions and explosives	DFARS 252.223-7003	Change in Place of Performance - Ammunition and Explosives.	(DEC 1991)
Any contract that could require, may require or permit access to DoD installation	DFARS 252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials, Alternate I.	(SEP 2014)
All maintenance, repair or construction	DFARS 252.223-7008	Prohibition Of Hexavalent Chromium.	(JUN 2013)

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Items in US munitions list/ 600 series commerce control list	DFARS 252.225-7007	Prohibition on Acquisition of United states Munitions List Items from Communist Chinese Military companies.	(DEC 2018)
Applies to specialty metals, as per clause	DFARS 252.225-7009	Restriction On Acquisition of Certain Articles Containing Specialty Metals.	(DEC 2019)
All	DFARS 252.225-7028	Exclusionary Policies and Practices of Foreign Governments.	(APR 2003)
Applicable where helping armed forces/Gov outside U.S.	DFARS 252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States.	(OCT 2015)
All, unless a foreign Government, Representative or Corporation owned by Gov.	DFARS 252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States.	(JUN 2015)
Applies where exports/qualifying defense articles	DFARS 252.225-7047	Exports by Approved Community Members in Performance of the Contract.	(JUN 2013)
All	DFARS 252.225-7048	Export-Controlled Items.	(JUN 2013)
Covered material >SAT	DFARS 252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	(OCT 2020)
SB	DFARS 252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition On Fees And Consideration.	(APR 2020)
All	DFARS 252.243-7002	Requests For Equitable Adjustment.	(JAN 2021)
All	DFARS 252.243-7009	Section 3610 Reimbursement	(AUG 2020)
All	DFARS 252.244-7000	Subcontracts for Commercial Items.	(JAN 2021)
All	DFARS 252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	(APR 2012)
All	DFARS 252.245-7002	Reporting Loss of Government Property.	(JAN 2021)
All	DFARS 252.245-7003	Contractor Property Management System Administration.	(APR 2012)
All	DFARS 252.245-7004	Reporting, Reutilization, and Disposal	(NOV 2021)
All	DFARS 252.246-7001	Warranty of Data-Basic.	(MAR 2014)
!!	DFARS 252.246-7003	Notification of Potential Safety Issues.	(JUN 2013)

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Applies to orders containing electronic goods, end items, components, parts or assemblies containing electric parts or services that deal with any of those	DFARS 252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System.	(JAN 2023)
Applies to orders containing electronic parts or assemblies containing electric parts unless subcontractor is original manufacturer	DFARS 252.246-7008	Sources of Electronic Parts.	(JAN 2023)
>700k	DFARS 252.249-7002	Notification of Anticipated Contract Termination or Reduction.	(JUN 2020)