

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS



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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 |
| 52.203-11 | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (applicable only if this Purchase Order is over \$150,000) |

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| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS |
| 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT |
| 52.203-14 | DISPLAY OF HOTLINE POSTER(S) |
| 52.204-2 | SECURITY REQUIREMENTS |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACTOR AWARDS |
| 52.204-21 | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS |
| 52.209-5 | CERTIFICATION REGARDING RESPONSIBILITY MATTERS |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT |
| 52.209-10 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS |
| 52.210-1 | MARKET RESEARCH |
| 52.211-5 | MATERIAL REQUIREMENTS |
| 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS |
| 52.214-26 | AUDIT AND RECORDS-SEALED BIDDING |
| 52.214-27 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-MODIFICATIONS-SEALED BIDDING |
| 52.214-28 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA-MODIFICATIONS-SEALED BIDDING |
| 52.215-2 | AUDIT AND RECORDS-NEGOTIATION |
| 52.215-10 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA |
| 52.215-11 | PRICE REDUCTION AND DEFECTIVE COST OR PRICING DATA - MODIFICATIONS |
| 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 |
| 52.215-16 | FACILITIES CAPITAL COST OF MONEY |
| 52.215-18 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS |
| 52.215-19 | NOTIFICATION OF OWNERSHIP CHANGES |
| 52.215-21 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS |
| 52.215-23 | LIMITATIONS ON PASS THROUGH CHARGES |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS |
| 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN |
| 52.219-23 | NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS |
| 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES |
| 52.222-3 | CONVICT LABOR |
| 52.222-4 | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION |
| 52.222-19 | CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES |
| 52.222-20 | CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES |
| 52.222-22 | PREVIOUS CONTRACTS AND COMPLIANCE REPORTS |
| 52.222-25 | AFFIRMATIVE ACTION COMPLIANCE |
| 52.222-26 | EQUAL OPPORTUNITY |
| 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES |

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| 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 REQUIREMENTS |
| 52.223-3 | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA |
| 52.223-5 | POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION |
| 52.223-7 | NOTICE OF RADIOACTIVE MATERIALS |
| 52.223-11 | OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS |
| 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING |
| 52.223-19 | COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEM |
| 52.224-2 | PRIVACY ACT |
| 52.225-8 | DUTY FREE ENTRY |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES |
| 52.225-18 | PLACE OF MANUFACTURE |
| 52.225-4503 | RESTRICTIONS OF CRITICAL ITEMS AND COMPONENTS |
| 52.227-1 | AUTHORIZATION AND CONSENT |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT |
| 52.227-3 | PATENT INDEMNITY |
| 52.227-9 | REFUND OF ROYALTIES |
| 52.227-10 | FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER |
| 52.227-11 | PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM) |
| 52.227-13 | PATENT RIGHTS-OWNERSHIP BY THE GOVERNMENT |
| 52.227-14 | RIGHTS IN DATA - GENERAL |
| 52.228-3 | WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) |
| 52.228-4 | WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS |
| 52.228-5 | INSURANCE - WORK ON A GOVERNMENT INSTALLATION |
| 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES |
| 52.229-4 | FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) |
| 52.229-6 | TAXES-FOREIGN FIXED PRICE CONTRACTS |
| 52.230-2 | COST ACCOUNTING STANDARDS |
| 52.232-17 | INTEREST |
| 52.233-3 | PROTEST AFTER AWARD |
| 52.234-1 | INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III |
| 52.236-7 | PERMITS AND RESPONSIBILITIES |
| 52.242-1 | NOTICE OF INTENT TO DISALLOW COSTS |
| 52.242-15 | STOP-WORK ORDER |
| 52.244-2 | SUBCONTRACTS |
| 52.244-5 | COMPETITION IN SUBCONTRACTING |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS |
| 52.245-1 | GOVERNMENT PROPERTY |
| 52.245-2 | GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES |

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| 52.246-2 | INSPECTION OF SUPPLIES – FIXED PRICE |
| 52.247-63 | PREFERENCE FOR U.S. FLAG AIR CARRIERS |
| 52.247-4504 | TRANSPORTATION SECURITY REQUIREMENTS |
| 52.248-1 (& ALT I, II, & III) | VALUE ENGINEERING |
| 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) |
| 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES |
| 252.203-7004 | DISPLAY OF HOTLINE POSTERS |
| 252.204-7000 | DISCLOSURE OF INFORMATION |
| 252.204-7008 | COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS |
| 252.204-7012 | SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING |
| 252.204-7015 | NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT |
| 252.208-7000 | INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT FURNISHED MATERIAL |
| 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM |
| 252.211-7003 | ITEM UNIQUE IDENTIFICATION AND VALUATION |
| 252.211-7007 | REPORTING OF GOVERNMENT FURNISHED PROPERTY |
| 252.215-7000 | PRICING ADJUSTMENTS |
| 252.219-7003 | SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) BASIC (DEVIATION 2016-o0009) |
| 252.222-7006 | RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS |
| 252.222-7007 | REPRESENTATION REGARDING COMBATTING TRAFFICKING IN PERSONS |
| 252.223-7001 | HAZARD WARNING LABELS |
| 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 |
| 252.225-7000 | BUY AMERICAN ACT – BALANCE OF PAYMENTS PROGRAM CERTIFICATE |
| 252.225-7001 | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM |
| 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS |
| 252.225-7003 | REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-SUBMISSION WITH OFFER |
| 252.225-7004 | REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-SUBMISSION AFTER OFFER |
| 252.225-7007 | PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES |
| 252.225-7008 | RESTRICTION ON ACQUISITION OF SPECIALTY METALS |
| 252.225-7009 | RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS |
| 252.225-7010 | COMMERCIAL DERIVATIVE MILITARY ARTICLE-SPECIALTY METALS COMPLIANCE CERTIFICATE |
| 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES |
| 252.225-7013 | DUTY FREE ENTRY |
| 252.225-7015 | RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS |
| 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS |
| 252.225-7025 | RESTRICTIONS ON ACQUISITION OF FORGINGS |
| 252.225-7030 | RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE |
| 252.225-7033 | WAIVER OF UNITED KINGDOM LEVIES |

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| 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 (& ALT 1) | RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS |
| 252.227-7014 | RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION |
| 252.227-7015 | TECHNICAL DATA – COMMERCIAL ITEMS |
| 252.227-7016 | RIGHTS IN BID AND PROPOSAL INFORMATION |
| 252.227-7019 | VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE |
| 252.227-7025 | LIMITATION ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS |
| 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 |
| 252.235-7003 | FREQUENCY AUTHORIZATION |
| 252.236-7000 | MODIFICAITON PROPOSALS – PRICE BREAKDOWN |
| 252.243-7001 | PRICING OF CONTRACT MODIFICAITONS |
| 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) |
| 252.245-7001 | TAGGING, LABELING, AND MARKING OF GOVERNMENT FURNISHED PROPERTY |
| 252.245-7002 | REPORTING LOSS OF GOVERNMENT FURNISHED PROPERTY |
| 252.245-7004 | REPORTING, REUTILIZATION, AND DISPOSAL |
| 252.246-7003 | NOTIFICATION OF POTENTIAL SAFETY ISSUES |
| 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA - BASIC |
| 252.247-7024 | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA |
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ITAR/FCPA Disclosure Certification

By signing this Purchase Order, Seller hereby certifies he has not paid, or offered or agreed to pay, or has caused to be paid, or offered or

agreed to be paid directly or indirectly, in respect of this Purchase Order any political contributions, fees or commissions (as defined in Part 130 of the International Traffic In Arms Regulations ["ITAR"], as amended and/or the Foreign Corrupt Practices Act ["FCPA"], as amended).

Seller further certifies that it will not offer, pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give, or

authorize the giving of anything of value to a Territory official (as defined in the FCPA, as amended), to any Territory political party or official thereof or any candidate for Territory political office, or to any person, while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any Territory official, to any Territory political party or official thereof, or to any candidate for Territory political office, for the purposes of:

- (a) influencing any act or decision of such Territory official, political party, party official, or candidate in his or its official capacity, including a decision to fail to perform his or its official functions; or
- (b) inducing such Territory official, political party, party official, or candidate to use his or its influence with the Territory government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist Buyer or Seller in obtaining or retaining business for or with, or directing business to Buyer or Seller.

RECORDS RETENTION: Seller shall retain all inspection, acceptance, quality, financial, and contractual records, documents, and supporting information required for the performance of this Purchase Order for a period of six (6) years after final payment.

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ANTI-TRAFFICKING VIOLATIONS

Seller represents and warrants that its and its officers, employees, agents, and representatives will comply with all laws and regulations prohibiting trafficking in persons and/or the use of forced labor, and further that, Seller will, if this Order is in support of a U.S. Government program, comply with the following FAR and DFARS clauses associated with Combating Trafficking in Persons including, but not limited to: FAR 52.222-50, FAR 52.244-6, DFARS 252.203-7004, DFARS 252.222-7007, and DFARS 252.225-7040. Seller hereby agrees to defend and indemnify Buyer from and against any liability that Buyer may incur as a result of violation of any relevant law or regulation.

If applicable, Seller acknowledges it is aware of and in compliance with California's Transparency in Supply Chains Act (Cal. Civ. Code 1714.43), and will continue to be in compliance throughout the duration of this Order. If Seller does any business in the State of California, whether under this Order or otherwise, Seller shall assume that this act applies.

Affirmative Action

For any Seller holding a contract in excess of \$100,000, the Seller shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-

741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

For any Seller holding a contract in excess of \$10,000, but less than \$100,000, the Seller shall abide by the requirements of 41 CFR 60-741.5(a).

This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

INCORPORATION OF FEDERAL CLAUSES - The following clauses incorporated by reference shall be those in effect on the effective date of the Government Prime Contract (as amended) with Buyer to which this Order, subcontract, Purchase Order, or agreement relates. The FAR and Supplements thereto are obtainable from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Portions of the FAR are also accessible at <http://www.arnet.gov/far/>.

(A) Any reference in the following clauses to the "Disputes" clause shall mean Article 17 entitled "Disputes/Claims" of the Order to which these Terms and Conditions are attached.

(B) Seller shall insert the following provisions in lower tier subcontracts, either verbatim or in substance, and by incorporation-by-reference or otherwise as appropriate.

(C) Wherever used, the terms "Contract" and "Contractor" shall mean this Order (or subcontract, Purchase Order, or agreement) and Seller (including Seller as Bidder or Offeror), respectively. The terms "Government," "Contracting Officer," and equivalent phrases shall mean Buyer except where further clarified or modified and except that the clauses identified by * shall have their original meaning as written in the FAR, and when identified by ** shall not only have their original meaning as written in the FAR, but also shall mean Buyer. "Subcontractor," however, shall mean "Seller's Subcontractor."

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.

Any reference to a "Default" clause shall mean Article 14, "Termination, For Cause" of Order to which these Terms and Conditions are attached.

I. FAR CLAUSES

52.203-3 Gratuities* (The term "agency head" means Buyer). (Rev. 4/1984.) (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)

52.203-5 Covenant Against Contingent Fees. (Rev. 5/2014.) (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)

52.203-6 Restrictions on Subcontractor Sales to the Government. (Rev. 9/2006.) (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)

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52.203-7 Anti-Kickback Procedures. (Rev. 5/2014.)

Applicable if this Order exceeds \$150,000, except that paragraph (c)(1) of FAR 52.203-7 is not included in this Order. Paragraph (c)(4) is revised by deleting “The Contracting Officer may” and inserting “To the extent the Contracting Officer has effected an offset at the prime contract level or has directed Buyer to withhold any sum from the Seller, Buyer may”

52.211-15 Defense Priority and Allocation Requirements. (Rev.4/2008.)

If this Order is a “rated order” as indicated by a DPAS rating elsewhere in this Order, Seller will follow all the provisions of the Defense Priorities and Allocation System Regulations.

52.214-26 Audit and Records-Sealed Bidding. (Rev. 10/2010.) (Applicable if this Order exceeds the threshold for obtaining certified cost or pricing data at FAR 15.403-4(a)(1) and is awarded by sealed bidding procedures; required documentation will be provided to the USG.)

52.214-27 Price Reduction for Defective Certified Cost or Pricing Data — Modifications — Sealed Bidding. (Rev. 8/201 required documentation will be provided only to the USG and substitution language does not apply.)

In paragraph (d), the term “Contracting Officer” does not change. Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR.

52.214-28 Subcontractor Certified Cost or Pricing Data — Modifications — Sealed Bidding. (Rev. 10/2010.)

Applicable if at the time the Order was entered into, it exceeded the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1); required documentation will be provided only to the USG and substitution language does not apply.

52.215-2 Audit and Records — Negotiation.* (Rev. 10/2010) (required documentation will be provided only to the USG and substitution language does not apply.)

(Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101 (this will apply to the USG only and the substitution language above shall not apply to this clause.)

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data. (Rev. 8/2011.) (Applicable to Orders for which it is contemplated cost or pricing data will be required.)

In paragraph (c) the term “Contracting Officer” does not change. Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR.

52.215-11 Price Reduction for Defective Certified Cost of Pricing Data — Modifications. (Rev. 8/2011.)

(Applicable to Orders for which it is contemplated cost or pricing data will be required for modifications and the Order includes FAR 52.215-10.)

In paragraph (d), the term “Contracting Officer” does not change. Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR.

52.215-12 Subcontractor Certified Cost or Pricing Data. (Rev. 10/2010.)

Applicable if the Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1). required documentation will be provided only to the USG and substitution language does not apply.)

52.215-13 Subcontractor Certified Cost or Pricing Data — Modifications. (Rev. 10/2010.)

Applicable if the Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1). required documentation will be provided only to the USG and substitution language does not apply.)

52.215-14 Integrity of Unit Prices. (Rev. 10/2010.) Alt. I (Rev. 10/1997.) (Applicable, except for paragraph (b), if this Order exceeds the simplified acquisition threshold in FAR 2.101; required documentation will be provided only to the USG and substitution language does not apply.)

52.215-15 Pension Adjustments and Asset Reversions. (Rev. 10/2010.)

Applicable in solicitations and purchase orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR Part 31; required documentation will be provided only to the USG and substitution language does not apply.)

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52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions. (Rev. 7/2005.)

Applicable in solicitations and purchase orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR Part 31..

52.215-19 Notification of Ownership Changes. (Rev. 10/1997.)

Applicable in solicitations and purchase orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR Part 31.

52.219-8 Utilization of Small Business Concerns. (Rev. 10/2018.), (Applicable only if this Order offers further subcontracting opportunities).

52.219-9 Small Business Subcontracting Plan. (Rev. 1/2017.) (Deviation 2013-O0014)

(Applicable only if this Order offers further subcontracting opportunities, exceeds \$700,000, and Seller is not a Small Business Concern.)

52.222-4 Contract Work Hours and Safety Standards — Overtime Compensation. (Rev.5/2014).

Applicable if this Order requires employment of laborers or mechanics. In addition, Buyer may withhold or recover from the Seller any sums the Contracting Officer withholds or recovers from Buyer because of a violation of a provision of this clause by the Seller or Seller's subcontractor.

52.222-26 Equal Opportunity. (Rev. 9/2016.)

Subparagraphs (c)(1) through (11) of FAR 52.222-26 only are included in this Order.

52.222-35 Equal Opportunity for Veterans. (Rev. 10/2015.) (Applicable if the Order is for \$150,000 or more.)

52.222-36 Equal Opportunity for Workers with Disabilities. (Rev. 7/2014.)

Applicable if this Order exceeds \$15,000. Paragraph (b)(2) is revised to delete "provided by or through the Contracting Officer" and insert "provided upon request by the Contracting Officer through the Buyer's Purchasing Representative."

52.222-37 Employment Reports on Veterans. (Rev. 2/2016.) (Applicable if the clause at 52.222-35 is applicable.)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement.** (Rev. 12/2007.) (Applicable if the Order is expected to exceed the simplified acquisition threshold at FAR 2.101.)

52.227-9 Refund of Royalties. (Rev. 4/1984.) (Applicable if the amount of royalties reported during negotiation of the subcontract exceeds \$250.)

52.228-5 Insurance — Work on a Government Installation. (Rev. 1/1997.) (Applicable if this Order requires work on a Government installation.)

52.233-3 Protest After Award. (Rev. 8/1996.)

Under Paragraph (f) of this clause, the Buyer may withhold or recover from Seller any sums the Contracting Officer withholds or recovers from Buyer because of an intentional or negligent misstatement, misrepresentation or miscertification of the Seller which results in a bid protest being sustained.

52.242-15 Stop-Work Order. (Rev. 8/1989.)

The words "ninety (90) days" are changed to "one hundred (100) days" and the words "thirty (30) days" are changed to "twenty (20) days" wherever they appear.

52.245-2 Government Property Installation Operation Services (Rev. 4/2012)

"Government" means "Government" and/or "Buyer"

52.248-1 & Alt. I, II, & III Value Engineering (Rev. 10/2010) (Applicable if this Order exceeds \$100,000.)

52.249-2 Termination for Convenience of the Government – Fixed Price (Rev. 4/2012)

Paragraph (c): Change "120 Days" to "80 days"

Paragraph (d): Plant clearance procedure is omitted

Paragraph (e): The time for submission of the final termination settlement proposal is changed from "1 year" to "8 months" from the effective date of termination.

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

Paragraph (l): The time for submission of an equitable adjustment after a partial termination is changed from “90 days” to “60 days” from the effective date of termination.

II. DFARS CLAUSES

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies. (Rev. 12/2008.)

(Applicable to first tier subcontractors only if this Order exceeds the simplified acquisition threshold in FAR Part 2 and the Prime Contract is not for commercial items. “Government” is not changed in this clause.)

252.203-7004 Display of Hotline Posters. (Rev. 10/2016.) (Applicable in subcontracts exceeding \$5,500,000)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Rev. 10/2016.)

Subcontractor is required to –

- (i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and
- (ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

252.215-7000 Pricing Adjustments. (Rev. 12/2012)

(This will apply to the USG only and the substitution language above shall not apply to this clause.)

252.219-7003 Small Business Subcontracting Plan (DoD Contracts) Basic. (Rev. 8/2016.)

(Applicable to Orders over \$700,000). **(Deviation 2016-O0009)**

252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives. (Rev. 9/1999.)

The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government furnished property under this contract:

Nomenclature: 120mm M830A1 HEAT-MP-T

NSN: 1315-01-333-0534

Sensitivity/Category: 3 / III

252.225-7004 Report of Intended Performance Outside the United States and Canada — Submission after Award. (Rev. 10/2015.)

Applicable to first tier subcontracts over \$550,000. Paragraphs (c)(4) and (c)(5) are omitted. Seller shall provide reports to the Buyer in substantially the form prescribed in the DFARS.

252.225-7013 Duty-Free Entry. (Rev. 5/2016.)

Paragraph (e) is modified to read “The Buyer will obtain from the Government duty-free entry certificates and afford such assistance as appropriate to obtain the duty-free entry of qualifying country supplies for which the shipping documents bear the notation specified in paragraph (f) of this clause. “ No change to “Contracting Officer”, “Government”, “prime contractor”, or “prime contract” in paragraphs (c), (d), (i), or (k); except change “Contracting Officer administering the prime contract” and “contract administration office” in paragraph (i) to “Buyer’s Purchasing Representative” and “Contracting Officer” in paragraph (i)(10) to “Government”.

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises And Native Hawaiian Small Business Concerns. (Rev. 9/2004.) (Applicable if this Order exceeds \$500,000.)

252.227-7013 & Alt. I Rights in Technical Data – Noncommercial Items. (Rev. 2/2014.)

“[T]o the Contractor” is deleted from (b)(1)(vi) and “contract or” and “thereunder” is deleted from (b)(1)(ix). “Buyer or” is added before “Government” in (c) and (i). The second and third occurrences of “Contracting Officer” are changed to “Government” in (e)(4) “And the Government” is added after “parties” in (h)(1). In (h)(2) “sixty (60)” is changed to “fifty (50)” days. No substitutions for “Government” are made.

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. (Rev. 2/2014.)

“[T]o the Contractor” is deleted from (b)(1)(iii) and “contract or” and “thereunder” is deleted from (b)(1)(vi). “Buyer or” is added before “Government” in (i). The second and third occurrences of “Contracting Officer” have been changed to “Government” in (e)(4). “And the Government” is added after “parties” in (h)(1). In (h)(2) “sixty (60)” is changed to “fifty (50)” days. No substitutions for “Government” are made.

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.227-7016 Rights in Bid or Proposal Information. (Rev. 1/2011.)

No substitutions for “Government” or “Contracting Officer” are made.

252.227-7019 Validation of Asserted Restrictions — Computer Software. (Rev. 9/2016.) “Buyer’s Purchasing Representative” is substituted for “Contracting Officer” in paragraph (b), otherwise no substitutions are made for “Contracting Officer” or “Government.” In paragraphs (f)(5) and (f)(6) “the prime contract” is substituted for “this contract.”

252.227-7030 Technical Data — Withholding of Payment. (Rev. 3/2000.)

“Buyer” is substituted for “Contracting Officer” in paragraph (a). In paragraph (b), “or Buyer” is added after “Government.”

252.227-7037 Validation of Restrictive Markings on Technical Data. (Rev. 9/2016.)

In paragraph (b), “Contractor’s” remains in the clause with a lower case “c.” In paragraphs (c) and (d)(I), “hereunder” is inserted after “subcontract.” In paragraphs (f) and (g)(2)(i), change “this contract” to “the prime contract,” and in paragraph (i), change “a contract” to “the prime contract.” No substitutions for “Government” or “Contracting Officer” are made.

252.231-7000 Supplemental Cost Principles (Rev. 12/1991)

(This will apply to the USG only and the substitution language above shall not apply to this clause.)

252.243-7001 Pricing of Contract Modifications (Rev. 12/1991)

(This will apply to the USG only and the substitution language above shall not apply to this clause.)

III. ADDITIONAL FAR/DFARS CLAUSES

AO reserves the right to add FAR/DFARS clauses and other contract terms in Section III of the subject Terms and Conditions in addition to any special provisions that may be required to be flowed down from its customer.