

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS



American Ordnance

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SPECIAL U.S. GOVERNMENT PROVISIONS. The provisions set forth hereunder shall apply in addition to those terms in the Purchase Order/Agreement (hereinafter "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

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

Regulatory Cite	Title
52.203-3	GRATUITIES (Apr 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (Apr 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Sep 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (Oct 2010)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (Jan 1997)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Sep 2007)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Oct 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Apr 2010)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (Dec 2007)
52.204-2	SECURITY REQUIREMENTS (Aug 1996)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Jan 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACTOR AWARDS (Jun 2020)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (Dec 2014)
52.209-3	FIRST ARTICLE APPROVAL – CONTRACTOR TESTING (Sep 1989)
52.209-4	FIRST ARTICLE APPROVAL – GOVERNMENT TESTING (Sep 1989)
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS (Apr 2010)
52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Dec 2010)
52.210-1	MARKET RESEARCH (Jun 2020)

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52.211-5	MATERIAL REQUIREMENTS (Aug 2000)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (Apr 2008)
52.214-26	AUDIT AND RECORDS-SEALED BIDDING (Oct 2010)
52.214-27	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-MODIFICATIONS-SEALED BIDDING (Aug 2011)
52.214-28	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA-MODIFICATIONS-SEALED BIDDING (Oct 2010)
52.215-2	AUDIT AND RECORDS-NEGOTIATION (Oct 2010)
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (Aug 2011)
52.215-11	PRICE REDUCTION AND DEFECTIVE COST OR PRICING DATA – MODIFICATIONS (Aug 2011)
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (Oct 2010)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA-MODIFICATIONS (Oct 2010)
52.215-14	INTEGRITY OF UNIT PRICES (Oct 2010) & Alternate I (Oct 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (Oct 2010)
52.215-16	FACILITIES CAPITAL COST OF MONEY (Jun 2003)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (Jul 2005)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (Oct 1997)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (Jun 2020)
52.215-23	LIMITATIONS ON PASS THROUGH CHARGES (Jun 2020)
52.217-6	OPTIONS FOR INCREASED QUANTITY (Mar 1989)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (Jan 2011)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (Jan 2011) & Alternate II
52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (Oct 2008)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (Feb 1997)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (Jul 2005)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (Jul 2020)
52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 (Oct 2010)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (Feb 1999)
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (Feb 1999)
52.222-25	AFFIRMATIVE ACTION COMPLIANCE (Apr 1984)
52.222-26	EQUAL OPPORTUNITY (Mar 2007)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERNAS (Sep 2010)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Oct 2010)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (Sep 2010)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Dec 2010)
52.222-50	CONBATTING TRAFFICKING IN PERSONS (Feb 2009)
52.222-54	EMPLOYMENT ELIGIBILITY REQUIREMENTS (Jul 2012)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (Jan 1997)
52.223-5	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION (May 2011)
52.223-6	DRUG-FREE WORKPLACE (May 2001)
52.223-7	NOTICE OF RADIOACTIVE MATERIALS (Jan 1997)
52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (May 2001)
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (Aug 2003)

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52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (Jun 2020)
52.224-2	PRIVACY ACT (Apr 1984)
52.225-8	DUTY FREE ENTRY (Oct 2010)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (Jun 2008)
52.225-18	PLACE OF MANUFACTURE (Sep 2006)
52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-CERTIFICATION (Aug 2009)
52.227-1	AUTHORIZATION AND CONSENT (Dec 2007)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (Dec 2007)
52.227-3	PATENT INDEMNITY (Apr 1984)
52.227-9	REFUND OF ROYALTIES (Apr 1984)
52.227-10	FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (Dec 2007)
52.227-11	PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM) (Dec 2007)
52.227-13	PATENT RIGHTS-OWNERSHIP BY THE GOVERNMENT (Dec 2007)
52.227-14	RIGHTS IN DATA – GENERAL (Dec 2007)
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (Apr 1984)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (Apr 1984)
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION (Jan 1997)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (Feb 2013)
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (Feb 2013)
52.229-6	TAXES-FOREIGN FIXED PRICE CONTRACTS (Feb 2013)
52.230-2	COST ACCOUNTING STANDARDS (Jun 2020)
52.230-3	DISCLOSURE OF CONSISTENCY OF COST ACCOUNTING PRACTICES (Jun 2020)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (Jun 2010)
52.232-17	INTEREST (Oct 2010)
52.232-18	AVAILABILITY OF FUNDS (Apr 1984)
52.232-23	ASSIGNMENT OF CLAIMS (May 2014) & Alternate I (Apr 1984)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (Jun 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Dec 2013)
52.233-3	PROTEST AFTER AWARD (Aug 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (Oct 2004)
52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (Dec 1994)
52.236-7	PERMITS AND RESPONSIBILITIES (Nov 1991)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (Apr 1984)
52.242-2	PRODUCTION PROGRESS REPORTS (Apr 1991)
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Jan 2017)
52.242-13	BANKRUPTCY (Jul 1995)
52.242-15	STOP-WORK ORDER (Aug 1989)
52.242-17	GOVERNMENT DELAY OF WORK (Apr 1984)
52.243-1	CHANGES – FIXED PRICE (Aug 1987)
52.243-6	CHANGE ORDER ACCOUNTING (Apr 1984)
52.243-7	NOTIFICATION OF CHANGES (Jan 2017)

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52.244-2	SUBCONTRACTS (Oct 2010)
52.244-5	COMPETITION IN SUBCONTRACTING (Dec 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (Dec 2010)
52.245-1	GOVERNMENT PROPERTY (Apr 2012)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (Apr 2012)
52.245-9	USE AND CHARGES (Apr 2012)
52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE (Aug 1996)
52.246-4	INSPECTION OF SERVICES – FIXED PRICE (Apr 1996)
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (Dec 2014)
52.246-16	RESPONSIBILITY FOR SUPPLIERS (Apr 1984)
52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING (Apr 1984)
52.247-29	F.O.B. ORIGIN (Feb 2006)
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (Jun 2003)
52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (Apr 1984)
52.247-59	F.O.B. ORIGIN—CARLOAD AND TRUCKLOAD SHIPMENTS (Apr 1984)
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS (Jun 2003)
52.247-68	REPORT OF SHIPMENT (RESHIP) (Feb 2006)
52.248-1 (& ALT I, II, & III)	VALUE ENGINEERING (Oct 2010)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (Apr 2012)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (Apr 1984)
52.252-2	CLAUSES INCORPORATED BY REFERENCE (Feb 1998)
52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (Nov 2020)
52.253-1	COMPUTER GENERATED FORMS (Jan 1991)
252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (Sep 2011)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (Dec 2008)
252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL (Aug 2019)
252.204-7000	DISCLOSURE OF INFORMATION (Dec 1991)
252.204-7006	BILLING INSTRUCTIONS (Oct 2005)
252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (May 2016)
252.204-7016	COVEREDE DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATIONS (Dec 2019)
252.208-7000	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT FURNISHED MATERIAL (Dec 1991)
252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION (Jun 2011)
252.211-7007	REPORTING OF GOVERNMENT FURNISHED PROPERTY (Aug 2012)
252.215-7000	PRICING ADJUSTMENTS (Dec 2012)
252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS (Dec 2012)
252.215-7014	EXCEPTION FROM CERTIFIED COST OR PRICING DATA REQUIREMENTS FOR FOREIGN MILITARY SALES IINDIRECT OFFSETS (Jun 2018)
252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) BASIC (Aug 2012)
252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (Dec 2010)
252.223-7001	HAZARD WARNING LABELS (Dec 1991)
252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (May 1994)

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252.223-7003	CHANGE IN PLACE OF PERFORMANCE – AMMUNITION AND EXPLOSIVES (Dec 1991)
252.223-7004	DRUG-FREE WORK FORCE (Sep 1988)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (Apr 2012)
252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (Sep 1999)
252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM (Jun 2013)
252.225-7000	BUY AMERICAN ACT – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (Jun 2012)
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (Dec 2012)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (Dec 2012)
252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-SUBMISSION WITH OFFER (Oct 2010)
252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-SUBMISSION AFTER OFFER (Oct 2010)
252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE OF THE UNITED STATES (Oct 2010)
252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (Dec 2018)
252.225-7008	RESTRICTION ON ACQUISITION OF SPECIALTY METALS (Mar 2013)
252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Mar 2013)
252.225-7010	COMMERCIAL DERIVATIVE MILITARY ARTICLE-SPECIALTY METALS COMPLIANCE CERTIFICATE (Jul 2009)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (Feb 2013)
252.225-7013	DUTY FREE ENTRY (Jun 2012)
252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (Jun 2005)
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Jun 2011)
252.225-7025	RESTRICTIONS ON ACQUISITION OF FORGINGS (Dec 2009)
252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENT (Apr 2003)
252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (Dec 2006)
252.225-7033	WAIVER OF UNITED KINGDOM LEVIES (Apr 2003)
252.225-7043	ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE OF THE UNITED STATES (Jun 2015)
252.225-7047	EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE CONTRACT (Jun 2013)
252.225-7048	EXPORT CONTROLLED ITEMS (Jun 2013)
252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (Oct 2020)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (Sep 2004)
252.227-7013 (& ALT 1)	RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (Feb 2012)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (Feb 2012)
252.227-7015	TECHNICAL DATA – COMMERCIAL ITEMS (Dec 2011)
252.227-7016	RIGHTS IN BID AND PROPOSAL INFORMATION (Jan 2011)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE (Sep 2011)
252.227-7025	LIMITATION ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (Mar 2011)
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (Apr 1988)
252.227-7030	TECHNICAL DATA – WITHHOLDING OF PAYMENT (Mar 2000)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (Jun 2012)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (Dec 1991)

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252.232-7017	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS – PROHIBITION ON FEES AND CONSIDERATION (Apr 2020)
252.235-7003	FREQUENCY AUTHORIZATION (Dec 1991)
252.236-7000	MODIFICAITON PROPOSALS – PRICE BREAKDOWN (Dec 1991)
252.243-7001	PRICING OF CONTRACT MODIFICAITONS (Dec 1991)
252.243-7002	REQUEST FOR EQUITABLE ADJUSTMENT (Jan 2021)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (Mar 2013)
252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT FURNISHED PROPERTY (Apr 2012)
252.245-7002	REPORTING LOSS OF GOVERNMENT FURNISHED PROPERTY (Jan 2021)
252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (Apr 2012)
252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL (Nov 2021)
252.246-7001	WARRANTY OF DATA—BASIC (Mar 2014)
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES (Jan 2007)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA – BASIC (May 2002)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (Mar 2000)
252.247-7028	APPLICATION FOR U.S. GOVERNEMNT SHIPPING DOCUMENTATION/INSTRUCTIONS (Jun 2012)
252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Jun 2020)

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.

Warranty

Incorporation of warranties – If any warranty clause is incorporated by FAR/DFARS listed herein, such warranty provisions are in addition to the provisions in this clause to the extent to which they are consistent. To the extent its provisions are inconsistent with this clause, the provisions of any warranty incorporated by FAR/DFARS listed herein shall prevail.

In addition to all other express or implied warranties, Seller warrants that the Goods will be: (i) free from defects in workmanship and materials; (ii) free from defects in design except to the extent that such Goods comply with the detailed designs provided by Buyer; and (iii) in conformity with all the other requirements of this Purchase Order.

In addition to the warranties above, if Seller supplies, or incorporates into Goods supplied under this Purchase Order, goods that are manufactured by a third-party, Buyer shall have the benefit of warranties extended to Seller by the third party to the extent they exceed Seller's warranties in scope or duration.

Further provisions – All warranties shall run to Buyer and to Buyer's customer.

In addition to any other remedies Buyer may have under this Purchase Order or at law, if Goods are found not to be as warranted within a period of two (2) years after final acceptance by Buyer, Buyer may return such Goods to Seller at Seller's expense for correction, replacement or credit, as Buyer may direct.

With respect to Goods found not to be as warranted, Seller all bear the costs, if any, of inspection, disassembly, reassembly, retesting and any other similar costs incurred in connection with, or as a consequence of, correction, repair or replacement of Seller's Goods, including any such costs associated with assemblies into which Goods have been incorporated. Any Goods corrected or furnished in replacement shall, from the date of delivery of such corrected or replacement Goods, be subject to the provisions of this Clause for the same period and to the same extent as Goods initially furnished pursuant to this Purchase Order. The foregoing warranty shall not apply to the extent the defect is due to defective Buyer-furnished material or to the extent the defect is caused by Buyer.

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.