



**GENERAL PROVISION FOR ORDERS
UNDER U.S. GOVERNMENT CONTRACTS
(NNS: Appendix A-DOD Contracts, SBF P9328 (01/22/16))**

1. DEFINITIONS

- A. BUYER means Advex Corporation (Advex), acting through Buyer's authorized purchasing representative
- B. DFARS means the Defense Federal Acquisition Regulation Supplement.
- C. FAR means the Federal Acquisition Regulation.
- D. ORDER means the instrument of contracting including the order form and all documents it references (including but not limited to these general provisions, plans, specifications, and regulations).
- E. PARTIES mean Buyer and Seller collectively.
- F. PRIME CONTRACT means the contracting instrument issued by the U.S. Government for the acquisition of Products.
- G. PRODUCT means those goods, supplies, reports, computer software, parts list, data, materials, articles, items, parts, components or assemblies, drawings, procedures, manuals, forms, test reports, and any Services described in this Order. For the purposes of the "Inspection" provision, the term "Product" also includes but is not limited to raw materials, components, and intermediate assemblies that comprise the Product.
- H. SELLER means the party with whom Buyer is contracting.
- I. SERVICES means Seller's time and effort, including any Products, supplies, materials, articles, items, parts, components or assemblies incidental to the performance of the Service.

2 - 5 (omitted)

6. ORDER OF PRECEDENCE

- A. In the event of any inconsistency between any parts of this Order, the inconsistency shall be resolved by giving precedence in the following order:
 - (i) The Order and any modifications or changes thereto exclusive of items (ii) through (vi).
 - (ii) Any supplement including FAR and DFARS clauses (and any other regulations referenced therein) or other special provisions to these General Provisions (also referred to as terms and conditions) as invoked in this Order.
 - (iii) These General Provisions including referenced FAR and DFARS clauses (and any other regulations referenced therein).
 - (iv) Statement of Work.
 - (v) Specification/Drawing.

(vi) Other documents referenced in this Order.

- B. Seller shall immediately bring any inconsistencies to the attention of Buyer in writing, and any inconsistencies in or among any of the foregoing shall not be the basis for any defense of a breach of contract claim brought by Buyer against Seller for Seller's failure to perform under this Order, nor shall any such inconsistencies be the basis for any claim of any kind by Seller against Buyer unless Seller has first timely brought such inconsistencies to Buyer's attention and Buyer has failed to resolve such inconsistencies.

7 - 8 (omitted)

9. DOD RATED ORDER

- A. This Order supports Buyer's work under a Prime Contract with the U.S. Government. Applicable priority rating defaults to "DO," unless otherwise stated on the face of this Order. This is a rated Order certified for national defense use. Seller is required to follow the requirements of the defense priorities and allocation system regulation (15 CFR Part 700) and all other applicable regulations for obtaining controlled Products and other Products and Services needed to fill this Order.
- B. Seller shall include the substance of this provision in all subcontracts Seller places in support of this Order.

11. (omitted)

12. DELIVERY OF SELLER DATA

All drawings, procedures, manuals, forms, test reports, software (including software documentation) and other data that is required to be delivered under this Order ("Seller Data") shall comply with the terms of this Order. Seller Data shall be delivered to Buyer on or before the time specified in this Order, or if no time is specified, 45 days after receipt of this Order. Seller shall submit Seller Data to the Buyer address shown on the first page of this Order unless otherwise specified in this Order. If no delivery information is specified or Seller is unsure of where to send the Seller Data, Seller shall contact Buyer's authorized purchasing representative for further instructions. Buyer may withhold payment if Seller fails to deliver any Seller Data in accordance with the terms of this Order. When furnished with the shipment, Seller shall enclose all required Seller Data in the first box of the shipment and mark the shipment, *CERTIFICATES AND/OR TEST REPORTS ENCLOSED*.

13. (omitted)

14. INSPECTION

- A. Except as otherwise provided in this Order, Seller shall maintain an inspection and quality control system acceptable to Buyer to be performed on Products delivered under this Order. As part of the system, Seller shall prepare records evidencing all inspections made under the system and the outcome. Buyer or Buyer's customer shall have the right to perform reviews and evaluations as reasonably necessary to ascertain Seller compliance with an inspection or quality control system that is acceptable. The right of review, whether exercised or not, does not relieve Seller of its obligations under this Order.
- B. Buyer or Buyer's customer has the right to inspect and test all Products to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. Buyer assumes no contractual obligation to perform any inspection and test for the benefit of Seller. If Buyer or Buyer's customer performs an inspection or test on the premises of Seller or a subcontractor of Seller, Seller shall furnish, and shall require its subcontractors to furnish, at no increase in Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspection and test. Buyer reserves the right to charge to Seller any additional cost of inspection or test by Buyer or Buyer's customer when (1) Products are not ready at the time such inspection or test is required by this Order or has been otherwise scheduled by mutual agreement of the parties, or (2) reinspection or retest of the Products is necessitated by prior rejection.
- C. Buyer has the right either to reject or to require correction of nonconforming Products. Products are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with requirements of this Order. Buyer may reject nonconforming supplies with or without disposition instructions.
- D. Seller shall remove Products rejected or required to be corrected; however, Buyer may require or permit correction in place, promptly after notice, by and at the expense of Seller. Seller shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.
- E. Seller, at its own expense, shall promptly rectify any defects discovered during any inspection or test.
- F. If Seller fails to promptly remove, replace, or correct rejected Products that are required to be removed or to be replaced or corrected, Buyer may either:
 - (i) Remove, replace, or correct the Product(s) and charge the cost to Seller;
or
 - (ii) Terminate this Order for default.

If Buyer elects to correct the deficiencies in the Product(s), then the parties agree that Seller will pay Buyer's actual costs and Buyer's labor at Buyer's fully-burdened hourly rates (as appropriate) utilizing the then-current Government-approved rate set authorized for change-order activity. If Seller fails to correct or replace the Product(s) within the delivery schedule, Buyer may require their delivery with an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

- G. Products that have been reworked or repaired by Seller after having been rejected by Buyer shall be identified as "Resubmitted." Seller shall annotate the packing slip with the words "Resubmitted Material," the reason for the previous rejection, and the Buyer Inspection Report, Discrepancy Report, or Quality Notification Number if known. If the Products were inspected at source and rejected, such information shall also be annotated on the packing slip.
- H. Seller shall flow down the substance of this provision to all of its suppliers engaged for performance under this Order.
- I. Neither Buyer's in-process inspection nor Buyer's approval of any of Seller's drawings, procedures or other submittals shall: (i) constitute acceptance of any work; or (ii) relieve Seller of complying fully with all of the requirements of this Order.

15 - 16 (omitted)

17. SUSPECT/COUNTERFEIT PARTS

- A. "Suspect/counterfeit parts" are parts that may be of new manufacture, but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is actually the case. The term "suspect/counterfeit parts" also includes refurbished parts, with or without false labeling, that are represented as new parts or any parts that are designated as suspect by the U.S. Government, including but not limited to parts listed in alerts published by the Defense Contract Management Agency under the Government-Industry Data Exchange Program (GIDEP).
- B. Seller will ensure that suspect/counterfeit parts are not incorporated into any Products. The intentional or unintentional use, incorporation, or delivery of suspect/counterfeit parts is strictly prohibited. This includes a suspect/counterfeit part being provided either as an end item deliverable or as a component or subcomponent of an end item deliverable under this Order.
- C. Seller represents and warrants that it has policies and procedures in place to ensure that none of the Products furnished to Buyer under this Order are or contain "suspect/counterfeit parts." Seller further certifies, to the best of its knowledge and belief, that no "suspect/counterfeit parts" have been or will be furnished to Buyer by Seller under this Order.

- D. If Seller becomes aware or suspects that it has furnished suspect/counterfeit parts or if Buyer determines, including as a result of alerts from the U.S. Government, that Seller has supplied suspect/counterfeit parts to Buyer and so notifies Seller, Seller shall immediately replace the suspect/counterfeit parts with parts acceptable to Buyer and conforming to the requirements of this Order. Notwithstanding any other provision of this Order, Seller shall be liable for all costs incurred by Buyer to remove and replace the suspect/counterfeit parts, including without limitation all costs incurred by Buyer relating to the removal of such suspect/counterfeit parts, the reinsertion of replacement parts and any testing necessitated by the reinstallation of Seller's Products after suspect/counterfeit parts have been exchanged. The parties agree that Seller will pay Buyer's actual costs and Buyer's labor at Buyer's fully-burdened hourly rates (as appropriate) utilizing the then-current Government-approved rate set authorized for change-order activity. All such costs shall be deemed direct damages.
- E. Buyer may, at its discretion:
- (i) Remove and or retain or both all Products supplied by Seller that are suspected of being or containing suspect/counterfeit parts pending reporting to the appropriate law enforcement authorities and final disposition of the Products by them. Seller shall be liable for all costs relating to Buyer's removal and retention of the suspect/counterfeit parts.
 - (ii) Turn over to the appropriate authorities (e.g., without limitation, the Defense Criminal Investigative Service, Naval Criminal Investigative Service, Federal Bureau of Investigation, Offices of the Inspector General, etc.) any Products suspected of being or containing suspect/counterfeit parts and reserves the right to withhold payment for the Products pending the results of any investigation or proceedings related to the matter.
- F. Seller's warranty against suspect/counterfeit parts shall survive any termination or expiration of this Order.
- G. Seller shall insert a clause containing all of the terms of this provision in all subcontracts under this Order.

18. CONFLICT MINERALS DISCLOSURE

Pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and its implementing regulations, Buyer is required to identify the presence and source of Conflict Minerals (gold, tantalum, tin or tungsten) contained in Buyer's manufactured products. HHI-NNS has implemented a comprehensive Conflict Minerals compliance program, which includes posting relevant information for suppliers at this website:

http://supplier.huntingtoningalls.com/sourcing/Conflict_minerals.html. It is a requirement of this Order that Seller shall be familiar with this information and make all reasonable efforts to assist Buyer in identifying the presence and source of Conflict Minerals contained in the products sold by Seller to Buyer, as described further below.

- A. As a responsible company, Advex Corporation supports the goal of the Dodd-Frank Act of 2010 to end violence and human rights violations in conjunction with the mining of certain minerals from areas referred to as the "conflict region," primarily located in the Democratic Republic of the Congo. The Act was established to stop armed groups in the conflict region from benefitting from the sourcing of conflict minerals in these areas.

The minerals defined as conflict minerals consist of gold, tantalum, tin and tungsten, along with their derivatives.

Our commitment:

- Advex commits to support the efforts of ending violence and human rights violations in the conflict region.
- Advex does not directly purchase any raw conflict minerals in manufacturing of its products.
- Advex will attempt to utilize suppliers with products that are conflict free.
- Advex expects its suppliers to source products and develop reasonable due diligence frameworks and policies designed to prevent conflict minerals from not being included in its products sold to Advex.

Advex values and supports the efforts of ending violence and human rights violations in conflict areas by attempting to source conflict-free products from its suppliers.

Seller shall provide Buyer with Advex's Supplier Certification Conflict Minerals form (ADV-001) located at: <https://www.advex.net/suppliers>.

- B. As of the time of award of this Order, Seller represents that:
- (i) The Product(s) Seller will be supplying under this Order do not contain (a) gold or (b) tantalum, tin, or tungsten (derivatives of columbite-tantalite (coltan), cassiterite, and wolframite); or
 - (ii) Alternatively, if the Product(s) contain gold, tantalum, tin, or tungsten, Seller agrees to provide the Buyer one of the following completed forms prior to delivery of the Product(s):
 - a. The Global E-Sustainability Initiative Conflict Minerals Reporting Template ("GeSI CMRT") available at <http://www.conflictreesourcing.org/conflict-minerals-reporting-template/>, with "Product" selected under the "Declaration Scope or Class" field;
 - b. Written documentation about the source of Conflict Minerals in the Product(s) that provides substantively similar information to that requested by the GeSI CMRT.
- C. If the status of any Product(s) changes during performance of this Order so that the representation or information provided pursuant to paragraph A of this provision is no longer accurate, then Seller must within 30 days complete and submit updated, accurate and current information to Buyer.

- D. If Buyer determines that any representation made by Seller pursuant to this provision is inaccurate or incomplete in any respect, or Seller fails to timely submit the information required by this provision, then Buyer may, at its option, either withhold up to 10% of the Order price until such information is provided or terminate this Order pursuant to the provision of this Order.

19 - 25 (omitted)

26. BUYER OR GOVERNMENT PROPERTY

- A. If Buyer or Government property is furnished in conjunction with this Order, it shall be furnished "as is." Accordingly, Buyer disclaims any warranty of suitability and or serviceability. Unless otherwise noted in this Order, Seller shall assume the risk of, maintain adequate insurance, and be responsible for, any loss, destruction of or damage to property provided to Seller by Buyer or the Government while such property is in Seller's possession or control. Excluding property authorized to be consumed in the performance of this Order, Seller shall return such property in as good a condition as when received except for reasonable wear and tear, or in the case of property to be overhauled or repaired, in such better condition as may be required by the terms of this Order. Seller shall control and maintain Government or Buyer furnished property in accordance with a system that meets the requirements of FAR 52.245-1.
- B. Seller shall use Buyer- or Government-furnished property only for performing this Order, unless otherwise provided for in this Order or approved by Buyer. Seller shall not modify, cannibalize, or make alterations to Buyer- or Government-furnished property unless this Order specifically identifies the modifications, alterations or improvements as work to be performed.
- C. Buyer and Government shall retain title to all Buyer- or Government-furnished property. Title to such property shall not be affected by its incorporation into or attachment to any property not owned by Buyer or the Government, nor shall Buyer or Government-furnished property become a fixture or lose its identity as personal property by being attached to any real property.
- D. Seller shall immediately discharge any lien, other than a lien held by Buyer or the Government on Buyer- or Government-furnished property.
- E. The requirements related to accounting for Buyer- or Government-furnished property also shall apply to scrap generated from Seller's use of such property, provided, however, that Buyer may authorize or direct Seller to omit such scrap from inventory disposal schedules.

27. (omitted)

28. PROPRIETARY INFORMATION

- A. Proprietary Information for purposes of this Order, means all knowledge no matter how communicated or stored Buyer furnishes to Seller, including, but not limited to, any item identified in writing at the time of disclosure as proprietary and marked with an appropriate legend, marking, or stamp identifying the data as Buyer's Proprietary Information, and includes any information marked with a restrictive legend as prescribed in DFARS 252.227-7013 or 252.227-7014 or in FAR 52.227-14.
- B. Seller will treat all Proprietary Information transferred in connection with this Order, all copies of Proprietary Information, and all improvements, modifications, and derivations of Proprietary Information, as Buyer's property regardless of the medium on which such Proprietary Information is stored or communicated. In making copies of Proprietary Information, Seller will preserve any legend, marking, or stamp contained on the Proprietary Information.
- C. Seller may disclose Proprietary Information to its subcontractors as required for the performance of this Order, provided each such subcontractor first assumes by written agreement the same obligations imposed on Seller under this Order relating to Buyer's Proprietary Information.
- D. If a separate proprietary information or non-disclosure agreement relating to the subject matter of this Order exists between the Parties, all data, knowledge and information furnished by one Party to the other Party shall be protected pursuant to such proprietary information or non-disclosure agreement
- E. If no separate proprietary information or non-disclosure agreement exists between the Parties, Seller will keep Buyer's Proprietary Information confidential and, except as provided herein, (i) not disclose such Proprietary Information to any other person except to its officers, agents and employees who are under an obligation to keep such Proprietary Information confidential and have a need to know such Proprietary Information to fulfill Seller's obligation under this Order, and (ii) treat such Proprietary Information with the same degree of care as Seller uses in handling its own proprietary or confidential information and – in all events – with not less than reasonable care. Seller will use Buyer's Proprietary Information only for purposes necessary for performing this Order and will return Proprietary Information to Buyer upon completion of the work to be performed under this Order unless Buyer expressly agrees to the contrary in writing.
- F. Unless otherwise provided in DFARS 252.227-7013 or 252.227-7014 or 252.227-7015 or 252.227-7016, or in FAR 52.227-14 or if no separate proprietary information or non-disclosure agreement exists between the Parties, no information furnished to Buyer (whether documentary, oral, visual or otherwise) shall be considered confidential or proprietary or require any particular handling or precaution or have any restriction on Buyer's right to use, modify, reproduce, perform, display, release, or disclose such information in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

- G. Upon discovery by Seller of any inadvertent or accidental disclosure of Buyer's Proprietary Information, Seller shall notify Buyer promptly and take all commercially reasonable steps to retrieve such disclosed Proprietary Information and to cease and prevent any further disclosure of the Proprietary Information.

29. (omitted)

30. COMPUTER SOFTWARE AND DATABASES

Seller shall test all computer software and/or databases (including the media it is delivered on), as defined in the clause entitled Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (DFARS 252.227-7014), for computer viruses before delivery of such software and/or databases in any medium or in any system. All software and/or databases delivered by Seller shall contain no known viruses that are detectable with the latest version of commercially available virus detection software. In addition, Seller shall test any software and/or databases received from Buyer or Buyer's customer for viruses prior to use in performing this Order. Seller shall provide Buyer with immediate written notice of any viruses detected in Buyer-provided software and/or databases. Unless otherwise agreed in writing, any license agreement covering the use of any computer software and/or databases delivered under this Order must be paid-up and perpetual, shall not contain any routine to disable the computer software and/or databases in the future, and shall permit transfer to Buyer's customer. No copy-protection devices, codes, or systems shall be used that would prevent Buyer or Buyer's customer from copying delivered software and/or data; however, a license agreement or other Order terms may specify a maximum number of copies that may be made. Any limited rights or other legend(s) permissibly applied under this Order shall be digitally included on the same media as the delivered software and/or databases, and also displayed in human-readable form on a visible surface of the media carrying the digital software and/or databases.

31 - 32 (omitted)

33. EXPORT AND IMPORT COMPLIANCE

- A. Export Compliance. Seller is advised that its performance of this Order may involve the use of or access to articles, technical data or software that is subject to export controls under 22 United States Code 2751 – 2796 (Arms Export Control Act) and 22 Code of Federal Regulations 120-130 (International Traffic in Arms Regulations) or 50 United States Code 2401 – 2420 (Export Administration Act) and 15 Code of Federal Regulations 768 – 799 (Export Administration Regulations) and their successor and supplemental laws and regulations (collectively hereinafter referred to as the "Export Laws and Regulations"). Seller represents and warrants that it is either:
- (i) A U.S. Person as that term is defined in the Export Laws and Regulations; or
 - (ii) That it has disclosed to Buyer's Representative in writing the country in which it is incorporated or otherwise organized to do business, or if a natural person, all citizenships and U.S. immigration status.

- B. Seller shall comply with any and all Export Laws and Regulations, and any license(s) issued thereunder.
- C. Foreign Personnel/Persons. Seller shall not give any Foreign Person (including Seller's own non-U.S. employees or affiliates) access to Technical Data, software or Defense Articles, or provide an unauthorized Defense Service as those terms are defined in the applicable Export Laws and Regulations without the prior written consent of Buyer. Any request for such consent must state the intended recipient's citizenship(s), and status under 8 U.S.C. 1101 and 8 U.S.C. 1324 (the "Immigration and Naturalization Act"), and such other information as Buyer may reasonably request. No consent granted by Buyer in response to Seller's request under this paragraph C shall relieve Seller of its obligations to comply with paragraph B of this provision or the Export Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of paragraph B, nor constitute consent for Seller to violate any requirement of the Export Laws and Regulations.
- D. Indemnification. Seller shall indemnify and hold harmless Buyer, Buyer's parent and affiliates and their respective officers, directors, and employees from and against any and all liabilities, claims losses, and expenses arising out of the failure of Seller, its employees, subcontractors, or agents to comply with the requirements of this provision and breach of the warranty set forth in paragraph A. Seller shall, at its own cost, defend Buyer against such claims, losses, and liabilities, and, it shall pay Buyer's reasonable attorney fees and expenses, related to carrying out and enforcing the terms of this provision, as those costs are incurred. Buyer has the right to conduct such defenses if it so chooses. Any failure of Seller to comply with the requirements or any breach of the warranty contained in this provision shall be a material breach of this Order.
- E. Subcontracts. The substance of this provision shall be incorporated into any lower-tier subcontract entered into by Seller for the performance of any part of the work under this Order.

34 - 35 (omitted)

36. TOXIC SUBSTANCES/HAZARDOUS MATERIAL

Buyer will not accept, store or dispose of any toxic substances or hazardous material except as and to the extent, if at all, expressly provided for in this Order. In particular, paints, primers, or coatings on products required by this Order that contain the following constituents shall not be shipped without prior written approval by Buyer: arsenic, mercury, methylene chloride, methyl ethyl ketone (MEK), lead, and chromium, their compounds, or organo-metallic material. Materials known or suspected of containing or coming in contact with asbestos, polychlorinated biphenyls (PCBs), or mercury or mercury containing compounds shall not be provided without Buyer's prior written permission. If invoked specifications and standards permit other materials in lieu of these materials, they shall be used.

37 – 43 (omitted)

44. BUSINESS CONDUCT

Any falsification, concealment, or alteration of any material fact, or any false, fraudulent or fictitious statement or representation in connection with the work under an order within the jurisdiction of the Federal Government is not only prohibited by Buyer's policy, but may also be punishable under Federal Law.

45 - 49 (omitted)

50. FAR/DFARS CLAUSES/PROVISIONS

- A. The below listed FAR and DFARS clauses are incorporated by reference and made part of this Order with the same force and effect as though set forth in full text.
- B. Unless text in these clauses clearly reserves rights in the Government only or as otherwise noted, the terms "Contractor" means "Seller," "Contracting Officer" means "Buyer," "Contract" means this Order and "Government" means "Buyer or the Government." However, the words "Government" and "Contracting Officer" do not change 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.
- C. Applicable thresholds include Truth in Negotiation Act Threshold (TINA) at \$700,000; Simplified Acquisition Threshold (SAT) at \$150,000; and Micro Purchase Threshold at \$3,000.
- D. Whenever the FAR or DFARS clauses include a requirement for the resolution of disputes between the Parties in accordance with the "Disputes clause," the dispute shall be disposed of in accordance with the provision entitled "Disputes" in this Order.
- E. The full text of a clause may be accessed electronically at <http://farsite.hill.af.mil>.

FAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.202-1	Definitions <i>("solicitation" means the Buyer's customer's solicitation under which the Order is issued)</i>	(Jan 2012)
52.203-3	Gratuities <i>("Government" means "Buyer" (except "Government" means "Buyer or Government" in the phrase "to any officer or employee of the Government"))).</i>	(Apr 1984)
52.203-6*	Restrictions on Subcontractor Sales to the Government <i>(applies to Orders over Simplified Acquisition Threshold (SAT)) (ALT I applies to commercial items)</i>	(Sep 2006)
52.203-7*	Anti-Kickback Procedures <i>(except subparagraph (c)(1)) (applies to Orders over \$150,000)</i>	(May 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(May 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(May 2014)
52.203-12*	Limitation on Payments to Influence Certain Federal Transactions <i>(applies to Orders over \$150,000)</i>	(Oct 2010)
52.203-13*	Contractor Code of Business Ethics and Conduct <i>(applies to Orders over \$5,000,000 and has a performance period of more than 120 days. Notwithstanding any alterations to this clause to reflect the relationship between Buyer and Seller, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the Office of the Inspector General of the agency issuing the prime contract under which this subcontract is being issued, with a copy to the Contracting Officer of the prime contract.)</i>	(Apr 2010)
52.203-14*	Display of Hotline Poster(s) <i>(applies to Orders over \$5,000,000 except for commercial items or Orders performed entirely outside United States)</i>	(Dec 2007)
52.203-15*	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 <i>(applies to ARRA funded Orders only)</i>	(Jun 2010)
52.203-16*	Preventing Personal Conflicts of Interest <i>(applicable only to orders that exceed \$150,000 and in which subcontractor employees will perform "acquisition functions closely associated with inherently governmental functions")</i>	(Dec 2011)
52.204-2*	Security Requirements <i>(applies to Orders that involve access to classified information, delete paragraph (c))</i>	(Aug 1996)
52.204-9*	Personal Identity Verification of Contractor Personnel <i>(applies to Orders requiring access to a Federally-controlled facility or information system; contact Buyer for procedures)</i>	(Jan 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards <i>(unless already provided, Seller shall provide Buyer with the information contained in subparagraph (d)(2) and (d)(3) as applicable; no other terms of the clause apply)</i>	(Jul 2013)
52.209-6*	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(Aug 2013)

FAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
	<i>(applies to Orders over \$30,000 for other than commercially available off-the-shelf items)</i>	
52.211-5	Material Requirements <i>(the clause's requirement that Contracting Officer approval be obtained before using "surplus property" applies also to residual inventory resulting from terminated Government contracts or purchase orders awarded thereunder)</i>	(Aug 2000)
52.211-15*	Defense Priority and Allocation Requirement	(Apr 2008)
52.215-2*	Audit and Records -- Negotiation <i>(applies to Orders over the SAT)</i>	(Oct 2010)
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	(Aug 2011)
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications <i>(applies to Orders over the Truth In Negotiations Act (TINA) threshold)</i>	(Aug 2011)
52.215-12*	Subcontractor Certified Cost or Pricing Data <i>(applies to Orders over the TINA threshold)</i>	(Oct 2010)
52.215-13*	Subcontractor Certified Cost or Pricing Data – Modifications <i>(applies to Orders over the TINA threshold)</i>	(Oct 2010)
52.215-14*	Integrity of Unit Prices and Alt I (Oct 1997) <i>(applies to Orders over the SAT, delete paragraph(b))</i>	(Oct 2010)
52.215-15*	Pension Adjustments and Asset Reversions <i>(applies to Orders over the TINA threshold)</i>	(Oct 2010)
52.215-18*	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions <i>(applies to Orders over the TINA threshold)</i>	(Jul 2005)
52.215-19*	Notification of Ownership Changes <i>(applies to Orders over the TINA threshold)</i>	(Oct 1997)
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications and Alt II (Oct 1997)	(Oct 2010)
52.215-22	Limitations on Pass-Through Charges – Identification of Subcontract Effort	(Oct 2009)
52.215-23*	Limitations on Pass-Through Charges <i>(applies to Cost Reimbursible Orders of \$750,000 or more)</i>	(Oct 2009)
52.219-8*	Utilization of Small Business Concerns <i>(for orders that exceed the SAT, this clause must be included in lower tier subcontracts that may offer further subcontracting opportunities)</i>	(Oct 2014)
52.222-1	Notice to the Government of Labor Disputes	(Feb 1997)
52.222-4*	Contract Work Hours And Safety Standards - Overtime Compensation	(May 2014)
52.222-19	Child Labor - Cooperation with Authorities and Remedies <i>(except paragraph (a))</i>	(Nov 2013)
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000 <i>(applies to Orders over \$15,000)</i>	(May 2014)
52.222-21*	Prohibition of Segregated Facilities	(Apr 2015)
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation <i>(applies to Orders over \$10 million)</i>	(Feb 1999)

FAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.222-26*	Equal Opportunity	(Apr 2015)
52.222-35*	Equal Opportunity for Veterans <i>(applies to Orders of \$100,000 or more)</i>	(Sep 2010)
52.222-36*	Affirmative Action for Workers With Disabilities <i>(applies to Orders over \$15,000)</i>	(Oct 2010)
52.222-37*	Employment Reports on Veterans <i>(applies to Orders of \$100,000 or more)</i>	(Sep 2010)
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees <i>(applies to Orders of \$150,000 or more)</i>	(Dec 2004)
52.222-40*	Notification of Employee Rights Under the National Labor Relations Act <i>(applies to Orders over \$10,000)</i>	(Dec 2010)
52.222-50*	Combating Trafficking in Persons	(Mar 2015)
52.222-54*	Employment Eligibility Verification <i>(orders for services over \$3,000 for work performed in the United States)</i>	(Aug 2013)
52.223-3	Hazardous Material Identification and Material Safety Data	(Jan 1997)
52.223-5	Pollution Prevention and Right-to-Know Information <i>(applies only when work will be performed on a Federal facility)</i>	(May 2011)
52.223-7*	Notice of Radioactive Materials	(Jan 1997)
52.223-9	Estimate of Percentage of Recovered Material Content for EPA Designated Items	(May 2008)
52.223-11	Ozone-Depleting Substances	(May 2001)
52.223-12	Refrigeration Equipment and Air Conditioners	(May 1995)
52.223-14*	Toxic Chemical Release Reporting <i>(applies to Orders over \$100,000 except paragraph (e))</i>	(Aug 2003)
52.223-15	Energy Efficiency in Energy-Consuming Products	(Dec 2007)
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	(May 2008)
52.223-18*	Encouraging Contractor Policies to Ban Text Messaging While Driving <i>(applies to Orders over micro-purchase threshold)</i>	(Aug 2011)
52.225-1	Buy American Act – Supplies	(Feb 2009)
52.225-13*	Restrictions on Certain Foreign Purchases	(Jun 2008)
52.227-1*	Authorization and Consent <i>(applies to Orders over SAT; Alt I applies to Research and Development Orders; Alt II applies to communication services)</i>	(Dec 2007)
52.227-2*	Notice and Assistance Regarding Patent and Copyright Infringement <i>(applies to Orders over the SAT)</i>	(Dec 2007)
52.227-9*	Refund of Royalties <i>(applies when reported royalties exceed \$250)</i>	(Apr 1984)
52.227-10*	Filing of Patent Applications - Classified Subject Matter <i>(applies to Orders that cover or are likely to cover classified subject matters)</i>	(Dec 2007)
52.228-3*	Workers' Compensation Insurance (Defense Base Act) <i>(only for work outside the United States when the Defense Base Act applies)</i>	(Jul 2014)

FAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.228-5*	Insurance - Work on a Government Installation <i>(applies to Orders requiring work on a Government installation)</i>	(Jan 1997)
52.230-2*	Cost Accounting Standards <i>(applies to negotiated Orders over \$700,000 with CAS covered Sellers, except paragraph "(b)")</i>	(May 2014)
52.230-3*	Disclosure and Consistency of Cost Accounting Practices <i>(applies to negotiated Orders over \$700,000 with CAS covered Sellers, except paragraph "(b)")</i>	(May 2014)
52.230-6	Administration of Cost Accounting Standards <i>(applies to Orders over \$700,000 with CAS covered sellers)</i>	(Jun 2010)
52.232-17	Interest	(May 2014)
52.232-39	Unenforceability of Unauthorized Obligations	(Jun 2013)
52.232-40*	Providing Accelerated Payments to Small Business Subcontractors <i>(applies only to Orders with small business concerns)</i>	(Dec 2013)
52.234-1*	Industrial Resources Developed Under Defense Production Act Title III	(Dec 1994)
52.236-13*	Accident Prevention	(Nov 1991)
52.242-14	Suspension of Work <i>(change 20 days to 10 days)</i>	(Apr 1984)
52.243-7	Notification of Changes <i>(insert "five (5)" in paragraph (b))</i>	(Apr 1984)
52.244-6*	Subcontracts for Commercial Items	(Apr 2015)
52.245-1	Government Property & Alt I (Aug 2010) <i>(excluding any warranty of suitability/serviceability contained in paragraph (d)(2) and (d)(2)(iii))</i>	(Aug 2010)
52.247-63*	Preference for U.S.-Flag Air Carriers <i>(applies to any Orders and lower-tier subcontracts that involve international air transportation)</i>	(Jun 2003)
52.247-64*	Preference for Privately Owned U.S.-Flag Commercial Vessels	(Feb 2006)
52.248-1*	Value Engineering <i>(applies to Orders of \$150,000 or more except as specified in FAR 48.201(a))</i> <i>(substitute "Buyer" for "Contracting Officer" and "Government" throughout, except where used in the term "Government costs" and in paragraph (m) where "Government" shall mean "Government and/or Buyer.")</i>	(Oct 2010)
52.249-2	Termination for Convenience of the Government (Fixed-Price) <i>(in paragraph "c" change from "120" to "60" and paragraph "e" change from "1 year" to "six months.")</i>	(Apr 2012)
52.249-6	Termination (Cost-Reimbursement) <i>(except that paragraph "(d)" is changed from "120" to "60" and paragraph (f) is changed from "1 year" to "six months," and except that all references to default are deleted) (cost-reimbursement Orders only)</i> <i>(for Time and Material orders use Alt. IV)</i>	(May 2004)

DFAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
252.203-7001*	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies <i>(applies to Orders over the SAT except commercial items)</i>	(Dec 2008)
252.203-7002*	Requirement to Inform Employees of Whistleblower Rights	(Sep 2013)
252.203-7003	Agency Office of the Inspector General	(Dec 2012)
252.203-7004*	Display of Hotline Posters <i>(applies to Orders over \$5 million except Orders for commercial items)</i>	(Jan 2015)
252.204-7000*	Disclosure of Information	(Dec 1991)
252.204-7012*	Safeguarding of Unclassified Controlled Technical Information	(Nov 2013)
252.204-7015*	Disclosure of Information to Litigation Support Contractors	(Feb 2014)
252.208-7000*	Intent to Furnish Precious Metals as Government-Furnished Material <i>(applies to all Orders unless it is known that the item being purchased contains no precious metals)</i>	(Dec 1991)
252.211-7000*	Acquisition Streamlining <i>(applies to Orders over \$1.5 million)</i>	(Oct 2010)
252.211-7003*	Item Unique Identification and Valuation <i>(applies to Orders when any item is listed as requiring unique item identification)</i>	(Dec 2013)
252.211-7006	Passive Radio Frequency Identification	(Sep 2011)
252.211-7007	Reporting of Government-Furnished Property	(Aug 2012)
252.215-7000	Pricing Adjustments <i>(applies when it is contemplated that Cost or Pricing Data will be required)</i>	(Dec 2012)
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (Deviation 2013-O0014) <i>(supplements FAR 52.219-9 above)</i>	(Aug 2013)
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements <i>(applies to Orders over \$1 million, except commercial items)</i>	(Dec 2010)
252.223-7001	Hazard Warning Labels <i>(applies to any Order that requires delivery of hazardous materials)</i>	(Dec 1991)
252.223-7006*	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials—Basic <i>(applies only when performing work on a DoD facility)</i>	(Sep 2014)
252.223-7008*	Prohibition of Hexavalent Chromium <i>(applies to subcontracts for supplies, maintenance and repair services, or construction materials)</i>	(Jun 2013)
252.225-7002	Qualifying Country Sources as Subcontractors <i>(except that the Czech Republic is excluded from the definition of "qualifying country.")</i>	(Jun 2012)
252.225-7004	Report of Intended Performance Outside the United States and Canada – Submission After Award <i>(Reporting obligation applies to Seller only for Orders over \$650,000 that could be performed in United States or Canada)</i>	(Oct 2010)
252.225-7006*	Quarterly Reporting of Actual Contract Performance Outside the United States <i>(applies to Orders over \$650,000, except commercial items)</i>	(Oct 2010)
252.225-7007*	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	(Sep 2006)

DFAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
	(applies to Orders for items covered by the United States Munitions List)	
252.225-7008	Restriction on Acquisition of Specialty Metals	(Mar 2013)
252.225-7009*	Restriction on Acquisition of Certain Articles Containing Specialty Metals <i>(except paragraphs (d) and (e)(1); Sellers utilizing the minimal content exception in paragraph (c)(6) shall submit a "Good Faith Estimate" on a form designated by Buyer)</i>	(Oct 2014)
252.225-7012	Preference for Certain Domestic Commodities <i>(applies to Orders over the SAT; except that the Czech Republic and Poland are excluded from the definition of "qualifying country")</i>	(Feb 2013)
252.225-7013*	Duty-Free Entry	(Nov 2014)
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools	(Jun 2005)
252.225-7016*	Restriction on Acquisition of Ball and Roller Bearings <i>(commercial items and items not containing ball or roller bearings are exempt)</i>	(Jun 2011)
252.225-7019*	Restriction on Acquisition of Anchor and Mooring Chain <i>(applies to items containing welded shipboard anchor and mooring chain, four inches or less in diameter)</i>	(Dec 2009)
252.225-7021	Trade Agreements	(Dec 2012)
252.225-7025*	Restriction on Acquisition of Forgings <i>(applies to forged items or items containing forged items)</i>	(Dec 2009)
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	(Dec 2006)
252.225-7033*	Waiver of United Kingdom Levies <i>(applies to Orders with UK firms exceeding \$1 million)</i>	(Apr 2003)
252.225-7038	Restriction on Acquisition of Air Circuit Breakers <i>(applies to Orders over the SAT)</i>	(Jun 2005)
252.225-7039*	Contractors Performing Private Security Functions <i>(applies only to Orders performed in areas of contingency operations, complex contingency operations, or other military operations or exercises designated by the Combatant Cmdr)</i>	(Aug 2011)
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	(Mar 2006)
252.225-7048*	Export-Controlled Items	(June 2013)
252.226-7001*	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns <i>(applies to Orders exceeding \$500,000)</i>	(Sep 2004)
252.227-7013*	Rights in Technical Data - Noncommercial Items & Alt II (Mar 2011) <i>(applies only to technical data any portion of which was developed in any part at Government expense)</i>	(Feb 2014)
252.227-7014*	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation <i>(applies only to computer software or computer software documentation any portion of which was developed in any part at Government expense)</i>	(Feb 2014)
252.227-7015*	Technical Data – Commercial Items & Alt. I (Dec 2011) <i>(applicable to Orders calling for the delivery of technical data for commercial items developed in any part at private expense)</i>	(Feb 2014)

DFAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
252.227-7016*	Rights in Bid or Proposal Information	(Jan 2011)
252.227-7019*	Validation of Asserted Restrictions - Computer Software <i>(applies to Orders that will be furnishing computer software during performance of Order)</i>	(Sep 2011)
252.227-7025	Limitations on The Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends	(May 2013)
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 2013)
252.227-7038*	Patent Rights—Ownership by the Contractor (Large Business) <i>(applies to Orders for experimental, developmental, or research work)</i>	(Jun 2012)
252.227-7039	Patents - Reporting of Subject Inventions	(Apr 1990)
252.231-7000	Supplemental Cost Principles	(Dec 1991)
252.234-7004	Cost and Software Data Reporting System <i>(applies to Orders over \$50 million)</i>	(Nov 2010)
252.235-7003*	Frequency Authorization - Basic <i>(applies to Orders requiring radio frequency authorization)</i>	(Mar 2014)
252.236-7013*	Requirement for Competition Opportunity For American Steel Producers, Fabricators, and Manufacturers <i>(applies only to steel being procured as a construction material with funds appropriated by Title I of the Military Construction and Veterans Affairs Appropriations Act, 2009 (Pub. L. 110-329, Division E))</i>	(Jan 2009)
252.237-7010*	Prohibition On Interrogation of Detainees By Contractor Personnel <i>(applies only if subcontractor personnel may interact with detainees in the course of their duties)</i>	(Nov 2010)
252.237-7019*	Training For Contractor Personnel Interacting with Detainees <i>(applies only if subcontractor personnel may interact with detainees in the course of their duties)</i>	(Sep 2006)
252.239-7000	Protection Against Compromising Emanations	(Jun 2004)
252.239-7001	Information Assurance Contractor Training and Certification	(Jan 2008)
252.239-7016*	Telecommunications Security Equipment, Devices, Techniques, and Services <i>(applies to Orders that require securing telecommunications)</i>	(Dec 1991)
252.243-7001	Pricing of Contract Modifications	(Dec 1991)
252.243-7002	Requests For Equitable Adjustment	(Dec 2012)
252.244-7000*	Subcontracts for Commercial Items and Commercial Components (DoD Contracts) <i>(supplements FAR 52.244-6)</i>	(Jun 2013)
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	(Apr 2012)
252.245-7002	Reporting Loss of Government Property <i>(Seller shall forward the information required by the Clause to Buyer)</i>	(Apr 2012)
252.245-7003	Contractor Property Management System Administration	(Apr 2012)
252.245-7004	Reporting, Reutilization, and Disposal <i>(Seller shall provide inventory disposal schedules to Buyer)</i>	(Mar 2015)
252.246-7001	Warranty Of Data - Basic	(Mar 2014)
252.246-7003*	Notification of Potential Safety Issues	(Jun 2013)

DFAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
	<i>(applies to Orders that Items are identified as: (i) critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system)</i>	
252.246-7007*	Contractor Counterfeit Electronic Part Detection and Avoidance System <i>(applicable only to CAS-covered subcontractors where the Order requires delivery of electronic parts or assemblies containing electronic parts)</i>	(May 2014)
252.247-7023*	Transportation of Supplies By Sea - Basic <i>(applies to Orders over the SAT; below the SAT only paragraphs (a) through (e), and paragraph (h), apply)</i>	(Apr 2014)
252.247-7024*	Notification of Transportation of Supplies By Sea <i>(applies to Orders for noncommercial items)</i>	(Mar 2000)
252.249-7002	Notification of Anticipated Contract Termination or Reduction <i>(applies to Orders at or above \$650,000; delete paragraph (d)(1) and the first five words of paragraph (d)(2))</i>	(Oct 2010)

51. FLOW DOWN PROVISION

Buyer has indicated that certain provisions and FAR/DFARS clauses are mandatory flow downs, *i.e.*, required to be included in Seller's subcontracts with its lower tier subcontractors. That a clause or provision is not identified as a mandatory flow down, however, does not relieve Seller of its obligation to include the clause in lower tier subcontracts when required to satisfy Seller's contractual obligations under this Order.

52. OBSOLESCENCE

If during the performance of this Order Seller becomes aware that any equipment, assemblies, subassemblies, parts, components or items sold under this Order will be going out of production or will no longer be commercially available Sellers shall notify the Buyer of such obsolescence. Seller shall specifically identify those items by name or title, part number(s), function, and name and location of manufacturer.