

# EAGLEPICHER<sup>+</sup>

## TECHNOLOGIES

### STANDARD TERMS AND CONDITIONS OF PURCHASE FOR GOODS AND SERVICES

1. **PARTIES.** This Purchase Order Agreement (“Agreement”) is by and between EaglePicher Technologies (“EaglePicher”), a Delaware limited liability company, its subsidiaries and affiliates, (“Buyer”), and the party contracting to provide goods and/or services (“Products”) hereunder (“Seller”).
  
2. **OFFER AND ACCEPTANCE.** Seller may accept this Agreement in its entirety, and any amendments thereto, by either: (i) signing and returning to Buyer a written acknowledgment of a Purchase Order, or (ii) commencing work under such Purchase Order, regardless of whether Seller signs or returns a copy of the Purchase Order. By acceptance of this Order, Seller agrees to be bound by and comply with all terms and conditions of this Agreement or in a Purchase Order, including any supplements thereto, and all specifications and other documents referred to herein. Buyer hereby rejects any attempted acknowledgment, counteroffer or other document(s) by Seller, which contain terms and conditions that are different than, inconsistent with, or in addition to the terms and conditions contained in this Agreement, regardless of when issued, unless Buyer accepts such terms in writing.
  
3. **PRICE.** Seller shall supply goods or services indicated in a Purchase Order at the prices provided therein for the period specified in the Purchase Order, or if no period is specified, for the period for which Seller produces the Product for which Buyer uses the goods or services covered by the Purchase Order, unless earlier terminated pursuant to the provisions of the Purchase Order. Prices shown on a Purchase Order are not subject to increase unless agreed in writing by Buyer. Seller shall promptly notify Buyer of any reduction in Seller’s cost of producing the goods or providing the services under a Purchase Order from Seller’s cost as of the date of the Purchase Order, including the amount of cost reduction per unit. Seller certifies that the prices in a Purchase Order are not higher than the prices being charged to other customers purchasing similar goods in similar quantities at this time. If Seller’s quoted prices to other customers for goods or services similar to those sold under a Purchase Order in similar quantities are reduced (whether in the form of a price reduction, close-out, rebate, allowance, or free or reduced price other goods or services), Seller agrees that the price to Buyer for goods or services covered by such Purchase Order will be reduced accordingly, and that Buyer will be billed at such reduced prices, retroactive to the first reduction to another customer. If a price is not shown on the face of a Purchase Order, the price shall be that of the last previous order given by Buyer to Seller, subject to the provisions of this Article 3.
  
4. **CHANGES.**
  - a) Buyer may at any time, by written notice, suspend work or make other changes in Seller’s goods or services to be provided under a Purchase Order. Such changes include, but are not limited to: (i) quantities, (ii) drawings, designs, or other specifications, (iii) packing, method of shipment, or place of delivery; and (iv) the amount of Government-furnished property in a government contract.

- b) Subject to Article 9, Excusable Delays (Force Majeure), below, if such changes cause an increase or decrease in the cost of performance of a Purchase Order, the parties shall promptly negotiate in good faith an equitable adjustment, and the Purchase Order shall be modified in writing accordingly. In no event, however, shall Buyer's liability resulting from any change exceed the value of the materials and parts in process at the time of the change. Seller shall submit to Buyer in writing any claim for an adjustment under this Article 4 within twenty (20) calendar days from the date that Seller receives Buyer's notification of the change or suspension, along with a specification of the amount claimed with supporting cost figures. Seller may not make any changes to a Purchase Order without Buyer's express written consent. Any technical information or guidance that Buyer provides to Seller in connection with the Seller's performance of a Purchase Order shall not be deemed a change under this Article 4. Nothing in this Article 4, including any disagreement with Buyer as to the equitable adjustment to be made, shall excuse Seller from proceeding with an order as changed.

- 5. **PACKING AND MARKING.** Unless otherwise provided in a Purchase Order, Seller shall package and mark Products in accordance with all the requirements specified on applicable drawing, specifications and purchase order. Seller shall pack each shipment to prevent product contamination, deterioration or loss and to preclude any shipping damage.
- 6. **DELIVERY AND TITLE.** Unless otherwise stated in a Purchase Order, all goods ordered shall be shipped FCA Seller's Facility Incoterms 2010, and Buyer shall pay all transportation charges via the Collect account numbers provided per Purchase Order. No insurance charges will be allowed, unless Buyer or Buyer's Agent otherwise authorizes. Buyer assumes risk of loss upon shipment. Title to the goods shall pass to Buyer upon arrival of such goods at the specified delivery location, subject to Buyer's acceptance and inspection of the goods in accordance with Article 8, Inspection and Acceptance; Nonconforming Goods, below. Should Seller fail to comply with the delivery schedule, as stated in a Purchase Order or otherwise, Buyer may, in addition to any other rights which Buyer may have, require delivery by the fastest available means at the Seller's expense. Seller shall prepay and be solely responsible for any transportation charges and assumes risk of loss resulting from any alternate or unauthorized mode of transportation.
- 7. **EXCESS QUANTITIES. Quantities in excess of EaglePicher purchase order quantity must be approved by buyer in writing prior to shipment.** Buyer shall have no obligation to accept over-shipments. In the event of an over-shipment Buyer may, at its option: (i) retain goods shipped in excess of the quantities stated in a Purchase Order, at the price set forth in such Purchase Order, (ii) return such items to Seller at Seller's expense, or (iii) place into storage the excess quantities of goods, until such time as Buyer may need them, at Seller's expense.
- 8. **INSPECTION AND ACCEPTANCE; NONCONFORMING GOODS.**
  - a) All goods, including but not limited to, raw materials, components, intermediate assemblies, tools, equipment, and end Products, shall comply with all applicable specifications and shall be subject to inspection and test by the U.S. Government, Buyer, its agent(s), and its customers at any reasonable time and place, including Seller's facility during the period of manufacture.
  - b) If Buyer or the U.S. Government determines in their sole discretion that any of the goods are nonconforming goods, then Buyer or the U.S. Government, at their option and at Seller's expense, may, without limiting any other remedies available, reject and return, or retain and correct, any goods that do not conform to the requirements of a Purchase Order or applicable

specifications, even if Buyer or the U.S. Government does not discover the nonconformity until after Buyer uses such goods or manufactures Products made with such goods. Seller shall reimburse Buyer for any and all costs that Buyer or the U.S. Government incurs concerning any nonconformity, including but not limited to: (1) inspecting, sorting and storing the nonconforming goods, (2) processing rejected nonconforming goods, (3) modifying the goods to make them conforming, (4) transporting the nonconforming goods back to Seller in the event of a return, (5) obtaining conforming goods from an alternate source, if necessary, (6) reworking or scrapping any of Buyer's Products which incorporate Seller's nonconforming goods, and (7) all costs and expenses that Buyer incurs from any of its customers, including the U.S. Government, who purchase Buyer's Products that incorporate Seller's nonconforming goods, including but not limited to, the cost of any recalls. Buyer's payment for any nonconforming goods that Seller delivers shall not constitute acceptance by Buyer thereof, regardless of when the nonconformity is discovered. Seller shall deliver any replacement or reworked goods to Buyer via expediting shipping.

- c) Buyer's or U.S. Government's failure to inspect and accept or reject goods, or failure to detect any nonconformity by inspection, shall neither relieve Seller from its obligations or any liability, nor impose liabilities on Buyer, its agents or customers. Seller shall provide and maintain an inspection and process control system acceptable to Buyer, Buyer's customers, and the U.S. Government covering the goods hereunder. Seller shall maintain and complete records of all inspection work that it conducts, and shall make such records available to Buyer, Buyer's agents and its customers including the U.S. Government upon request.

**9. EXCUSABLE DELAYS (FORCE MAJEURE).** Following the occurrence of an event, circumstance or condition beyond the reasonable control of either Party, including but not limited to, acts of God, actions by any government authority, actions by a customer, strike, work slowdown or other labor unrest, fires, floods, windstorms, explosions, riots, natural disasters, wars, or sabotage, either Party shall have the right, by written notice, to suspend work or make changes in delivery schedules for Seller's goods or services to be provided under a Purchase Order, without liability to either Party. Seller shall promptly notify Buyer when an excusable delay has occurred or when Seller reasonably believes that such the occurrence of an excusable delay is inevitable. If the work suspension or any material change in delivery schedule lasts more than thirty (30) calendar days, either Party may cancel the subject Purchase Order without liability by providing written notice to the other Party within two (2) business days after the expiration of such 30 day period.

**10. INVOICING AND PAYMENT.** Seller shall submit properly documented invoices to Buyer as instructed and authorized by the Purchase Order. Payment shall be net sixty (60) calendar days from the week following the date the invoice is received, unless the Purchase Order specifies differently.

**11. SALES AND USE TAXES.** Seller will not charge to Buyer any sales or use taxes on any goods or services, unless required by state law. Buyer will use all goods or services for resale or in industrial processing or manufacturing or will attach them to taxable goods for sale.

**12. SELLER'S WARRANTIES.**

- a) Seller expressly warrants that all goods and services will be manufactured, provided, and transported in full and complete conformity and in compliance with all Purchase Order requirements, specifications, drawings, designs, samples and other descriptions or requirements

as Buyer may furnish or specify. Seller further expressly warrants that all Products will be merchantable and free from defects in materials, workmanship, and design, whether or not Seller has supplied the design for the Products sold hereunder. Seller further warrants that all Products will be fit for the particular purposes intended by Buyer. Seller represents and warrants that any goods or services it supplies pursuant to a Purchase Order, and any subsequent sale by Buyer of Products incorporating such goods or services, shall not infringe on any present patent or patent application, copyright, trademark, service mark or other intellectual property right of any person or entity. Seller further warrants that all goods and services sold shall be free of any claim of any nature by any third person or entity, and that Seller shall convey clear and marketable title to Buyer. All statements and representations that Seller makes to Buyer, including but not limited to any sales literature, constitute warranties upon which Buyer may rely.

- b) All warranties expressed herein are in addition to any other warranties provided at law, express or implied. The warranty period shall commence upon Buyer's acceptance, use, or operation of the goods, whichever is later, and continue for one (1) year thereafter, or for such other period of time as may be provided in the Purchase Order or other documents. Should Seller's standard warranty run for a longer period, Seller shall extend such longer warranty period to Buyer. Any attempt by Seller to limit, disclaim, or restrict any such warranties or remedies of Buyer, shall be null, void, and ineffective without Buyer's written consent.

**13. QUALITY ASSURANCE REQUIREMENTS.** Seller shall implement and maintain a quality management system in accordance with EP-QC-1159 requirements. This document is available on EaglePicher website <http://www.eaglepicher.com> under the Supplier Info Tab.

**14. INDEMNIFICATION.** Seller shall defend, indemnify, and hold harmless Buyer and Buyer's, affiliates, agents, and customers from any and all damages, liabilities, claims, losses, suits, legal actions, investigations, or any threat of the same, and any costs incurred in connection therewith, including but not limited to, attorney fees and litigation expenses, arising out of or related to a Purchase Order or any breach by Seller of this Agreement, or which may result in any way from any accident, injury, libel, or property damage by reason of any act or omission by Seller, its agents, employees, or subcontractors, except to the extent that the accident, injury, libel, or property damage is due solely and directly to Buyer's negligence. Buyer may, at its sole option: (i) tender such claim to Seller to defend using legal counsel acceptable to Buyer, or (ii) defend such claim by legal counsel of Buyer's choosing and Seller shall reimburse Buyer for all costs of such defense. In either case Seller shall indemnify and hold Buyer harmless from and against all damages arising out of or relating to such claim. If Buyer tenders the defense of a claim to Seller and Seller accepts such defense, then Seller shall be conclusively deemed to have agreed that such claim is subject to indemnification hereunder, and that Seller has no claim or counterclaim against Buyer, all of which Seller shall be deemed to have waived. If Seller assumes the defense of a claim and thereafter fails to vigorously defend such claim, Buyer shall have the right, at its option, to assume the defense of such claim and Seller shall remain obligated to indemnify Buyer hereunder. If Seller assumes the defense of a claim, Seller shall not settle or compromise such claim without Buyer's prior written consent. Seller shall at all times maintain such liability, property damage, and employee liability insurance in a sufficient amount that will protect Buyer from any or all of the foregoing risks, and upon Buyer's request shall supply certificates of insurance.

**15. INTELLECTUAL PROPERTY INDEMNIFICATION.** Seller shall defend, indemnify, and hold harmless Buyer and Buyer's, affiliates, agents, and customers from any and all damages, liabilities, claims, losses, suits, legal actions, investigations, or any threat of the same, that the manufacture or furnishing of goods and/or services under this Agreement or under a Purchase Order, or that the sale or use of such goods constitutes an infringement of any patent, trade secret, trademark, service mark,

copyright, or related application, or other intellectual property or proprietary information infringement. If any Product is enjoined in any manner due to such infringement, Seller shall, at its own expense and at its option, either: (i) procure for Buyer and its customers the right to continue using said goods, (ii) replace the infringing item with a non-infringing equivalent, (iii) modify the item so that it becomes non-infringing, or (iv) upon showing an inability to do any of the foregoing, remove the Product and refund the purchase price and any related transportation and installation costs. Seller shall at all times maintain such intellectual property insurance in a sufficient amount that will protect Buyer from any or all of the foregoing risks, and upon Buyer's request shall supply certificates of insurance.

## **16. COMPLIANCE WITH LAWS.**

- a) Seller represents, warrants, and certifies that it shall comply with all applicable international, federal, state, and local laws, decrees, rules, regulations, public policies, governmental orders, and/or ordinances. Without limitation, Seller certifies that all of its activities in providing goods and services under this Agreement or under a Purchase Order conform and comply with the latest applicable environmental, health, and safety laws and regulations, and any other pertinent international, federal, state, or local statutes, laws, rules or regulations with respect to chemical substances, hazardous materials, and environmental matters. Seller further certifies that it shall comply with all applicable laws, rules, regulations and executive orders, and any subsequent amendments related thereto, pertaining to the following: Federal Acquisition Regulation ("FAR"), Federal Fair Labor Standards Act, Employment of the Disabled, Equal Employment Opportunity, Employment of Veterans, Employment Discrimination due to Age, and Utilization of Disadvantaged Business Enterprises. In addition, for any goods shipped to European destinations, Seller shall comply with the "European Agreement Concerning the International Carriage of Dangerous Goods."
- b) Seller acknowledges that the goods may not be exported, re-exported, sold, leased or otherwise transferred, in violation of any applicable export control laws, sanctions and customs laws and regulations ("Trade Control Laws") of the United States and the European Union, including the Export Administration Regulations ("EAR"), the International Traffic in Arms Regulations ("ITAR"), and/or the sanctions regimes of the U.S. Department of the Treasury's Office of Foreign Asset Control ("OFAC"), or any other applicable Trade Control Laws of the country in which the goods are manufactured, received, located, transshipped, and/or imported.
- c) In relation to its performance under this Agreement, Seller agrees to comply with all Trade Control Laws, including by complying with applicable recordkeeping requirements and making the facility and records available for post shipment verification by agents of all applicable governments. Seller further acknowledged, agrees and accepts that failure to comply with applicable Trade Control Laws may subject Seller to penalties and/or sanctions based on country-specific regulations.
- d) Goods supplied under this purchase order may be exported worldwide, including countries that prohibit the importation of goods manufactured with child labor or forced, indentured or convict labor. Seller represents, warrants, and certifies that no goods or services supplied under this Agreement or under a Purchase Order have been or will be produced using forced, indentured or convict labor, or the labor of persons in violation of the minimum working age or minimum wage, hour of service, or overtime laws of the country of manufacture. If Buyer determines that Seller has failed to comply with the requirements of this Article 16, Buyer may terminate this Agreement or any Purchase Order without further compensation to Seller, and Seller shall defend, indemnify and hold harmless Buyer and Buyer's affiliate, agents, and customers in accordance with the provisions of Article 14, Indemnification, above.
- e) Seller represents and warrants to Buyer that Seller is familiar with and understands the requirements of all anti-bribery laws, including, but not limited to, the U.S. Foreign Corrupt

Practices Act, the U.K. Bribery Act and all rules and regulations promulgated under such laws, including recordkeeping requirements, that may apply to this Agreement or the actions of the Seller in connection with or under this Agreement (“Anti-Bribery Laws”).

- f) Seller agrees that in performing any activities hereunder, it shall comply with all applicable Anti-Bribery Laws and will neither undertake, nor cause, nor permit to be undertaken, any activity or omission which would have the effect of causing Buyer to be in violation of any Anti-Bribery Laws.
- g) Seller represents that no director, officer, employee, agent, representative or subcontractor of Seller, or any holder, directly or indirectly, of ten percent (10%) or more of any class of equity securities of Seller is a Government Official. In the event such person becomes a Government Official, Seller shall promptly report this information to Buyer. Seller further represents that no Government Official will derive any benefit, directly or indirectly, from any compensation paid to Seller in connection with this Agreement.
- h) For the purpose of this Agreement, the term “Government Official” means (i) any officer, employee, agent or representative of a national, state, regional or local governmental body, department, agency or any instrumentality thereof (including without limitation the government(s) of the Territory or any subdivision or branch thereof); (ii) any person acting in an official capacity or performing public duties or functions on behalf of such governmental body, department, agency or instrumentality; (iii) any officer, employee, agent or representative of a business or corporate entity owned or controlled by any such governmental body; (iv) any political party or political party official; (v) any candidate for public office; (vi) any officer, employee or representative of a public international organization (such as the World Bank, International Monetary Fund, or United Nations) or (vii) any agent or intermediary of the foregoing.
- i) Seller acknowledges and agrees that it has not and shall not, in relation to its performance under this Agreement, make, offer, or promise to make any payment or transfer anything of value, directly or indirectly, to a Government Official or a third party for the purpose of influencing an act or decision of a Government Official, including a decision not to act, or requesting or encouraging any Government Official to use his or her influence to affect any act or decision.
- j) Notwithstanding anything to the contrary herein and in furtherance of the foregoing, Seller acknowledges and agrees that it has not and shall not, in relation to its performance under this Agreement, make, offer, or promise to make any payment or transfer anything of value, directly or indirectly, to any person with the purpose or effect of committing public or commercial bribery or accepting of or acquiescing in extortion, kickbacks or other unlawful or improper means of obtaining business.
- k) Seller shall maintain complete and accurate records in accordance with standard accounting practices in connection with its operations under this Agreement and shall retain all such records for a period of not less than twenty-four (24) months (or longer if required by law), even if such period extends beyond termination of this Agreement. Records of all business transactions shall be accurate and reasonably detailed, properly describe the pertinent events, and must not be false, distorted or misleading. No undisclosed or unrecorded fund or asset shall be established for any purpose.
- l) If Buyer determines that Seller has failed to comply with the requirements of this Article 16, Buyer may terminate this Agreement or any Purchase Order without further compensation to Seller, and Seller shall defend, indemnify and hold harmless Buyer and Buyer’s affiliate, agents, and customers in accordance with the provisions of Article 14, Indemnification, above.
- m) Conflict Minerals Compliance. Seller agrees to timely respond, to the best of its knowledge and belief following a reasonable country of origin due diligence inquiry in accordance with the framework in the Organization for Economic Cooperation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-

Risk Areas or other prevailing industry standard, to any request by, or on behalf of, Buyer, for information on the origin, source and chain of custody information of 3TG (tin, tantalum, tungsten, and gold) minerals necessary to the functionality or production of a product manufactured by you or supplied by you to Buyer. Further, Seller agrees to provide Buyer timely notice when Seller becomes aware that any 3TG in a product or component it supplies to Buyer finances or benefits armed groups in the Democratic Republic of Congo or an adjoining country.

- n) No Child Labor. Seller shall comply with all local, state, and national laws relating to the prohibition on child labor and indentured, prison, or compulsory labor. Seller shall comply with all applicable laws and industry standard relating to working hours, working conditions, and any collective bargaining agreements. Seller further agrees that, if requested by Buyer, it shall demonstrate, to the satisfaction of Buyer, compliance with all requirements in this paragraph. Buyer shall have the right to inspect any site of Seller for compliance with this paragraph.
- o) No Human Trafficking. Seller shall comply with all applicable local, state, and national laws in the countries where Seller does business relating to the prohibition of slavery and human trafficking. Upon Buyer's request, Seller shall provide to Buyer a copy of its human trafficking compliance plan and/or other evidence of Seller's compliance with this provision.

## **17. BUYER'S PROPERTY.**

- a) Buyer may provide to Seller certain items of tangible and intangible property, including but not limited to, tools, equipment, machinery, materials, drawings, specifications, computer software, documents, information, data, or other intellectual property or proprietary information, which Buyer may furnish for the sole purpose of assisting Seller in performing its obligations under this Agreement or under a Purchase Order. ("Buyer's Property"). Additionally, any invention or intellectual property that Seller first makes or conceives in the performance of this Agreement or under a Purchase Order, or which is derived from or based on the use of information supplied by Buyer, shall be considered a "work made for hire" and shall also be Buyer's Property, which Buyer shall own solely and exclusively. Seller shall execute any document and take all appropriate measures, as Buyer deems necessary, to perfect Buyer's title to the same. To the extent that the work or services being acquired hereunder are for the ultimate sale to the United States Government, then the Government may have the same rights as Buyer under this clause.
- b) All such Buyer's Property shall remain Buyer's personal property, unless the parties otherwise agree in writing. Buyer shall mark or otherwise identify any of its property delivered to Seller with such identifying labels as Buyer shall elect. However, all of Buyer's Property furnished to Seller shall be deemed to be proprietary property to Buyer, whether or not it is marked as such with any restrictive legend.
- c) Seller shall use Buyer's Property solely to render services or provide Products to Buyer. Seller shall exercise the same care in maintaining, storing and using Buyer's Property as it exercises with its own property, but in no event shall Seller exercise less than reasonable care with respect to any of Buyer's Property in Seller's possession, reasonable wear and tear excepted. Seller shall not commingle Buyer's Property with Seller's own property or that of a third party. Seller shall insure Buyer's Property in an amount equal to the replacement cost, and name Buyer as an additional insured under such insurance policy with any losses payable to Buyer. Seller shall not substitute any property for Buyer's Property and shall not use Buyer's Property except in fulfilling its obligations under this Agreement or in filling Buyer's Purchase Orders. Buyer may, for any reason and upon reasonable notice to Seller, remove Buyer's Property from Seller's premises at mutually agreeable dates and times, and at Buyer's Expense. If Buyer requests, Seller shall prepare such property for shipment and shall deliver it as Buyer directs, at Buyer's expense. Notwithstanding the foregoing, upon completion or termination of this Agreement or an applicable Purchase Order, Seller shall promptly return to Buyer all of Buyer's Property in Seller's

possession.

- d) Buyer hereby grants Seller a non-exclusive, non-transferable license to use Buyer's Property. Seller shall not use, utilize, misappropriate, disclose, or reproduce Buyer's Property for any purpose, except that Seller may allow its contractors to utilize Buyer's Property for the sole purpose of enabling Seller's contractors to assist Seller in performing its obligations under this Agreement or under a Purchase Order, but only on the condition that Seller's contractors agree in writing to the provisions of this Article 17 and in accordance with Article 30, Subcontracting, below. Buyer may terminate this license with or without cause at any time. Under no circumstances, however, shall Seller claim a security interest in any of Buyer's Property, or any replacements, improvements, substitutions, attachments, and accessories thereto, in Seller's possession.

## **18. SELLER'S PROPERTY.**

- a) Seller may provide to Buyer certain items of tangible and intangible property, including but not limited to, tools, equipment, machinery, materials, drawings, specifications, computer software, documents, information, data, or other intellectual property or proprietary information, which Buyer may furnish for the sole purpose of assisting Seller in performing its obligations under this Agreement or under a purchase order, or as the parties may otherwise agree in writing ("Seller's Property"). Any such Property shall remain Seller's personal property. Seller shall mark or otherwise identify any of its property delivered to Buyer with such identifying labels, as Seller shall elect. Buyer shall use Seller's Property solely for the purpose of fulfilling its obligations under this Agreement. Buyer shall exercise the same care in maintaining, storing and using Seller's Property as it exercises with its own property, but in no event shall Buyer exercise less than reasonable care with respect to any of Seller's Property in Buyer's possession, reasonable wear and tear excepted. Buyer shall not commingle Seller's Property with Buyer's own property or that of a third party. Buyer shall insure Seller's Property in an amount equal to the replacement cost, and name Seller as an additional insured under such insurance policy with any losses payable to Seller. Buyer shall not substitute any property for Seller's Property and shall not use Seller's Property except in fulfilling its obligations under this Agreement.
- b) Seller may, upon reasonable notice to Buyer, remove Seller's Property from Buyer's premises at mutually agreeable dates and times, and at Seller's Expense. If Seller requests, Buyer shall prepare such Property for shipment and shall deliver it as Seller directs, at Seller's expense. Seller hereby grants Buyer a non-exclusive, non-transferable license to use Seller's Property. Seller may terminate this license with or without cause at any time.

## **19. DISCLOSURE OF INFORMATION.**

- a) Any information that Seller discloses or may hereafter disclose to Buyer in connection with a request for a quotation or the purchase of goods or the services covered by this Order, shall not be deemed confidential or proprietary information, and shall be acquired free from any restrictions other than a claim for patent infringement as part of the consideration for this Order, unless Buyer otherwise agrees in writing.
- b) Seller shall maintain as strictly confidential, all technical information, drawings, specifications, prototypes, financial and economic data, and other information that Buyer may disclose to Seller, or that Seller develops in connection with the goods and services supplied under this Agreement or pursuant to a Purchase Order, whether or not identified as confidential or proprietary information. Seller shall not disclose any such information without Buyer's prior written consent, except as may be legally required. Should Seller be required to disclose any such information, it shall immediately notify Buyer and use all available efforts to resist such

disclosure or, if such resistance is unsuccessful, to obtain a protective order.

- c) Upon completion or termination of this Agreement or an applicable Purchase Order, Seller shall promptly return to Buyer all materials, confidential and proprietary information, classified information, and any copies thereof, and all of Buyer's Property in accordance with Article 17, Buyer's Property, above. The obligations under this Article 19 shall survive the cancellation, termination or completion of this Agreement or any Purchase Order.
- d) Neither party shall publicly release any information regarding this Agreement, unless mutually agreed to in writing.
- e) Nothing in the terms and conditions of this Agreement shall be construed or interpreted to limit or in any way restrict the rights of the U.S. Government in regard to data it owns or has a right to use.

## **20. WORK ON BUYER'S OR ITS CUSTOMER'S PREMISES.**

- a) Seller shall comply with all of Buyer's and/or Buyer's customer's safety and security procedures for all work that Seller, its employees, agents, or subcontractors may perform on either Buyer's or its customer's premises. Seller shall also take all necessary precautions to prevent the occurrence of any injury to person or damage to property during the performance of such work on Buyer's or its customer's premises. Seller shall defend, indemnify, and hold harmless Buyer and/or Buyer's customer against any claim that results from any act or omission by Seller, its employees, agents, and subcontractors, which is related to its work on Buyer's or its customer's premises, except to the extent that the injury or damage is due solely to Buyer's or its customer's negligence, as the case may be. Seller shall maintain comprehensive general liability, automobile liability, and employers' liability insurance with limits as Buyer may reasonably require, as well as appropriate workers' compensation insurance. Upon Buyer's request, Seller shall provide to Buyer verification that the required insurance is in effect during any period while this Agreement or any Purchase Order issued hereunder remains in effect.
- b) Sellers shall test all of its employees who may perform work on Buyer's or its customer's premises for any illegal drugs or unauthorized controlled substances. Seller provide written verification to Buyer that any such employee has been tested within thirty (30) days prior to performing work on Buyer's or its customer's premises, and that the employee tested negative for any illegal drugs or unauthorized controlled substances. In the event Seller's employee acknowledges, or if the drug screening results are positive for any illegal drug or unauthorized controlled substance, Seller shall not assign such employee to perform work at Buyer's or its customer's premises. Seller shall periodically retest and re-certify to Buyer, in accordance with Seller's own drug testing procedures or as Buyer may reasonably request, that its employees who are providing work on Buyer's or its customer's premises have been screened and tested negative for any illegal drug or unauthorized controlled substance.
- c) Seller shall comply with any and all federal, state, or local drug or alcohol abuse and/or drug testing statutes or regulations for any of its employees who perform work on Buyer's or its customer's premises.
- d) Seller shall conduct a criminal background investigation of its employees before assigning such employee to perform work on Buyer's or its customer's premises. Buyer may request, at its discretion, from Seller documentation of the completion of the investigation for any employee assigned to work on Buyer's or its customer's premises. Seller shall not assign any person to perform work on Buyer's or its customer's premises who has been convicted of any felony, or any crime of dishonesty or violence, whether the crime is a felony or a misdemeanor.
- e) Seller shall impose the requirements of this Article 20 with its agents and subcontractors who will

perform work on Buyer's or its customer's premises pursuant to this Agreement or under a Purchase Order.

- f) If Seller fails to comply with any of the provisions of this Article 20, Buyer may immediately expel Seller's employee(s) from Buyer's or its customer's premises and Buyer may also terminate this Agreement or any Purchase Order for default.

**21. ACCESS TO SELLER'S FACILITY.** Seller will allow Buyer and its Customers access to Seller's facilities involved in performing Seller's obligations under this Agreement or Purchase Order for purposes of reviewing any tests, inspections or production during Seller's normal business hours, or at reasonable dates and times as the parties may agree.

**22. DEFAULT BY SELLER.** Time is of the essence with respect to any Purchase Order. If for any reason Seller anticipates difficulty in complying with any scheduled delivery, or in meeting any of the other requirements of a Purchase Order or any of the terms and conditions of this Agreement, Seller shall immediately notify Buyer in writing. In no event, however, shall any notice provided hereunder be construed as a waiver by Buyer of any delivery schedule or any other rights or remedies provided to Buyer under this Agreement. Should Seller fail to deliver any goods or services pursuant to the schedule(s) set forth in a Purchase Order, or fail to comply with any provision contained in this Agreement or in a Purchase Order, such a failure shall be deemed a default by Seller. In the event of Seller's default, Buyer may, in its sole discretion: (i) terminate a Purchase Order without further compensation to Seller by providing written notice, (ii) obtain substitute or replacement goods or services without notice to Seller, and/or (iii) thereafter reject any late goods or services tendered by Seller, even if conforming. Seller shall be responsible for all general, consequential, and incidental damages that Buyer may incur as a result of Seller's failure to meet delivery schedules, including, but not limited to, the cost of obtaining goods from an alternate source and/or expedited or premium freight or transportation costs. Alternatively, Buyer in its sole discretion may extend the delivery schedule and/or waive other deficiencies in Seller's performance. In either case, Seller shall extend to Buyer an equitable reduction in the Purchase Order price. If Buyer approves a revised delivery date, Seller shall pay any additional transportation charges. The rights and remedies of Buyer provided in this Article 22 shall not be exclusive, nor deemed an election remedies, and are in addition to any other rights and remedies provided under this Agreement or a Purchase Order, or allowed by law. Seller's warranty, intellectual property, confidentiality, and related obligations under this Agreement, and all of Buyer's rights and remedies for any breach by Seller, shall survive Buyer's termination due to Seller's default.

**23. TERMINATION FOR CONVENIENCE.** Buyer may terminate this Agreement or a Purchase Order, in whole or in part, at any time and for any reason and without liability, upon thirty (30) days prior written notice to Seller. Such termination shall not constitute a default by Buyer. In such event, Seller shall immediately stop all work on such Purchase Order, and upon Buyer's request, transfer title and deliver to Buyer all finished goods, work in process, and/or raw materials that Seller produced or acquired in connection with a Purchase Order. In the event that Buyer terminates for convenience by Buyer (but not termination after Seller defaults), Buyer shall reimburse or pay to Seller: (i) the Purchase Order price for all finished and conforming goods or services and are delivered to Buyer, and (ii) Seller's reasonable actual cost of work in process or raw materials which Seller produced or acquired in connection with a Purchase Order, and which Seller cannot reasonably use in its operations within ninety (90) days after the date that Buyer terminates. Seller shall furnish to Buyer any claim for reimbursement of such costs along with supporting documentation within thirty (30) days after termination, or any such claim shall be deemed to have been waived. Buyer's obligation to Seller on termination, if any, shall be limited to the express provisions of this Agreement. Seller's

warranty, intellectual property, confidentiality, and related obligations under this Agreement shall survive Buyer's termination for convenience.

- 24. LIMITATION ON LIABILITY.** Notwithstanding any other provisions of this Agreement, under no circumstances shall Buyer be liable or held responsible for consequential, incidental, special, or indirect loss or damage including whether such loss or damage arises from contract, negligence, recklessness, strict liability, or otherwise. In no event, however, shall any liability of Buyer exceed the price allocable to the Product that initially gives rise to the claim. The foregoing shall constitute the sole and exclusive remedy of Seller, and the sole and exclusive liability of Buyer. Seller hereby waives, releases, and renounces all other rights, claims, and remedies against Buyer.
- 25. BUYER'S REMEDIES.** Buyer's remedies are cumulative and in addition to all remedies set forth herein or otherwise legally available. Buyer may exercise its remedies either individually or cumulatively. Buyer's remedies shall include, but not be limited to, incidental and consequential damages and the cost of any recall campaigns or other corrective actions. Buyer's selection of any particular remedy, or its forbearance in exercising any remedy available to it, shall not constitute an election or waiver of any other remedy.
- 26. SET-OFF.** Notwithstanding any other available remedies, Buyer may, at its option, set off any amounts it owes to Seller under this Agreement or a Purchase Order against any amount that Seller owes to Buyer under: (a) this Agreement or a Purchase Order, (b) any other separate agreement or purchase order(s) between the parties, or (c) any claim, judgment or other liability against Seller by Buyer.
- 27. BANKRUPTCY, INSOLVENCY, AND CESSATION.** (a) Seller shall provide at least fifteen (15) calendar days advance notice to Buyer of any of the following events involving or affecting Seller or Seller's parent, affiliates, or subsidiaries: (i) imminent filing of a bankruptcy petition of any type; (ii) declaration that Seller or Seller's parent, affiliates, or subsidiaries has or will become bankrupt or insolvent; (iii) proposed or contemplated liquidation, receivership, or assignment for the benefit of Seller's creditors; or (iv) cessation of Seller's business or Seller's intent to cease to do business. Effective upon the issuance of such notice, Seller shall be deemed in default, and Buyer may in Buyer's sole discretion and notwithstanding any other provision of this Agreement, immediately cancel this Agreement or any Purchase Order without any liability. Buyer shall nonetheless be responsible for the payment of any outstanding balance and/or unpaid invoice owed to Seller for Products delivered to Buyer prior to the issuance of such notice.
- 28. NON-ASSIGNMENT.** Neither party shall assign this Agreement or any Purchase Order, or any rights or obligations hereunder, without the prior written consent of the other.
- 29. CHANGE IN OWNERSHIP.** As used herein, a "Change in Ownership" shall occur if: (i) a person or group of persons acting in concert directly or indirectly acquire more than 50% of Seller's or Seller's parent's voting power subsequent to the date that the parties enter into this Agreement; (ii) Seller or Seller's parent sells, leases, transfers or otherwise disposes of substantially all of Seller's or Seller's parent's assets, or of the assets relating to the Product Seller produces for Buyer under this Agreement; (iii) Seller or Seller's parent becomes involved in a merger, reorganization, consolidation, share exchange, re-capitalization, business combination, liquidation or dissolution or

similar transaction; or (iv) Seller or Seller's parents is the subject of a tender or exchange offer for any of the outstanding shares of its capital stock. Seller shall provide notice to Buyer of any pending or possible Change in Ownership, as soon as Seller becomes aware of the events giving rise to the Change. If Seller is or becomes the subject of a Change in Ownership, Buyer may at its discretion terminate this Agreement or a Purchase Order for default under Article 22, Seller's Default, at no cost to Buyer, and notwithstanding any termination, Seller shall take all measures reasonably necessary to protect Buyer's Property and any proprietary information. Pending termination or in lieu of termination, Buyer may require that Seller provide adequate assurance of performance.

**30. SUBCONTRACTING.** Seller shall not neither subcontract nor delegate performance of its obligations under this Agreement or Purchase Order without Buyer's prior written consent.

**31. DISPUTE RESOLUTION.** Any and all disputes, controversies or claims arising under or relating to any Purchase Order or breach, termination, or invalidation under this Agreement shall upon written notice, be referred to the respective representatives for each party. The parties, through their representatives and/or senior management shall confer in good faith to attempt to resolve the matter. If the parties are unable to resolve the matter within a reasonable amount of time, either party may refer the matter to administered mediation. If the parties are unable to fully resolve the dispute or claim through mediation, then either party may file a lawsuit in a court of competent jurisdiction, in accordance with Article 36, Governing Law, Jurisdiction, and Venue, below. Except as may be expressly set forth in this Agreement with the Government Contracting Officer's express consent, Seller shall not acquire any direct claim or direct course of action against the U.S. Government.

**32. AUTHORIZATION.** Seller represents and warrants to Buyer that Seller has the authority and right to enter into this Agreement without breaching or violating any fiduciary, contractual, statutory, or other legal obligations.

**33. ENTIRE AGREEMENT.** This Agreement together with all documents and provisions expressly incorporated herein by reference shall constitute the entire and exclusive understanding and agreement between the parties, and supersedes all prior agreements, representations, and understandings between the parties with respect to its subject matter. This Agreement shall not be modified without the prior written consent of both parties.

**34. THIRD PARTY BENEFICIARIES.** Nothing in this Agreement, expressed or implied, is intended to confer any rights, benefits, remedies, obligations, or liabilities on any individual or entity other than the parties to this Agreement, or their respective successors or assigns.

**35. ORDER OF PRECEDENCE.** In the event of an inconsistency or conflict between the provisions of a Purchase Order, the inconsistency or conflict shall be resolved by giving precedence in the following order:

- a) Purchase Order and any purchase descriptions contained therein.
- b) Purchase Order Standard Terms and Conditions and Exhibits thereto.
- c) Other provisions when attached, to include FAR and FAR Supplement clauses, as applicable.

If this Purchase Order is issued under a U.S. Government contract and FAR/DFARS provisions are

incorporated herein, FAR/DFARS provisions shall take precedence over other provisions on matters covered by such FAR/DFARS provisions. See Appendix A, attached.

- 36. GOVERNING LAW, JURISDICTION, AND VENUE.** The UN Convention of Contracts for the International Sale of Goods (“CISG”) shall *not* govern the rights and obligations of the parties under this Agreement. Rather, this Agreement shall be interpreted, governed, construed and enforced in accordance with the laws of the State of Missouri, without regard to its conflicts of law principles, except that any provision in this Agreement that is (i) incorporated in full text or by reference from the Federal Acquisition Regulations (FAR); or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) that is substantially based on any such agency regulation or FAR/DFARS provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal Government. Except as otherwise stated herein, Seller hereby consents to the exclusive jurisdiction of the State of Missouri, and all litigation matters shall be heard and determined by state courts located in Jasper County, Missouri or in federal courts located in the Western District of Missouri. Seller waives any objection based on lack of personal jurisdiction, improper venue or *forum non conveniens*.
- 37. NON-WAIVER.** Buyer’s failure to either enforce at any time any provision contained in this Agreement or in a Purchase Order, to exercise any right, privilege, or legal remedy shall not be deemed a waiver of such provisions or right, remedy, or privilege.
- 38. SEVERABILITY.** In the event that any provision of this Agreement or any Purchase Order may be invalid, unlawful or incapable of being enforced by a rule of law or public policy, all other provisions shall, nonetheless, remain in full force and effect.
- 39. SECTION HEADINGS.** Section headings are for the convenience of the parties only and shall not be used to construe or interpret the terms and conditions contained herein.
- 40. RECORD RETENTION REQUIREMENTS.** Seller shall maintain and retain for a minimum of seven (7) years or as otherwise stated on the applicable purchase order, purchase order files for supplies, equipment, material, or services including supporting documentation, invoices and supporting memoranda.
- 41. EXPORT AND INTERNATIONAL TRAFFIC-IN-ARMS REGULATIONS.** Seller shall comply with all export regulations and International Traffic-in-Arms Regulations (“ITAR”). With respect to defense Products and services furnished hereunder, Seller certifies that it has not and will not pay, offer or agree to pay, for the purpose of soliciting, promoting or otherwise securing the sale of defense Products and services to or for the use of the armed forces of an international organization or non-U.S. country, any: (i) fees or commissions in excess of \$1,000, or (ii) political contribution (including any gift, rebate or payment of expenses) to a non-U.S. person or entity. If Seller intends to conduct work for Buyer in a foreign country, including but not limited to the use of Seller’s own facility outside of the U.S., or the use of a foreign affiliate or unrelated subcontractor, Seller shall provide advance written notification to Buyer. Seller is responsible for obtaining all export control licenses required by law or requested by Buyer.

**42. PRIORITY RATINGS.** When a DPAS priority rating is specified on a purchase order then this is a rated order certified for national defense use and Seller shall follow all provisions of the then-current Defense Priorities and Allocations System Regulations (“DPAS”), including delivering such Products to Buyer before delivering any non-defense Product. “DPAS RATED” orders must be acknowledged or rejected as follows:

- a) Rejection of “DO” or “DX” rated orders must be in writing and give the specific reason for rejection.
- b) “DO” rated orders must be accepted or rejected in writing within 15 days of receipt and “DX” rated orders must be accepted or rejected within 10 days of receipt.
- c) If both “DPAS Rated” and unrated line items are listed on a PO, Seller is only required to follow the “DPAS” regulation as it pertains to the “DPAS” rated items and quantities.

**43. PROHIBITED GOODS AND SERVICES.** The U.S. Government prohibits the importation of goods or the purchase of services, and certain financial transactions, from certain countries, which list may change from time to time. Seller shall not purchase or otherwise obtain goods or services, either directly or indirectly, from any prohibited country in providing goods or services to Buyer under by this Agreement or any Purchase Order. Seller may obtain an updated list of such countries by visiting the U.S. Treasury Department’s website at <http://www.treas.gov/ofac/>.

## APPENDIX A

### MODIFICATIONS TO STANDARD TERMS AND CONDITIONS FEDERAL ACQUISITION REGULATIO

If this order is placed under a Government prime contract or a federally-funded subcontract, the following clauses set forth in the Federal Acquisition Regulation (FAR), Department of Defense FAR Supplement (DFARS), and NASA FAR Supplement (NFS), in effect on the date of this order, are incorporated herein by reference with the same force and effect as if given in full text. Where necessary to make the context of these clauses applicable to this order, the term “contractor” shall mean “seller”, the term “contract” shall mean “this order” and the terms “Government,” “Contracting Officer” and equivalent phrases shall mean “buyer.” Seller hereby agrees to flow down the FAR/DFARS/NFS clauses, when applicable, to its lower-tier subcontractors.

**KEY:**

FP = Fixed Price

CR = Cost Reimbursement

T&M LH = Time & Materials, Labor Hour

CI = Commercial Items

SP = Supplies

SV = Services

#### Federal Acquisition Regulation

Provision or Clause	Title	Issue Date	Threshold	Contract Type					
				FP SP	FP SV	CR SP	CR SV	T&M LH SP & SV	CI SP & SV
FAR 52.202-1	Definitions	NOV 2013	ALL	X	X	X	X	X	
FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010	ALL	X	X	X	X	X	X
FAR 52.204-2	Security Requirements	AUG 1996	ALL	X	X	X	X	X	
FAR 52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011	ALL	X	X	X	X	X	X
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016	ALL	X	X	X	X	X	X
FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and other Covered Entities	JUL 2018	ALL	X	X	X	X	X	X
FAR 52.211-5	Material Requirements	AUG 2000	ALL	X		X			
FAR 52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997	ALL	X	X	X	X	X	
FAR 52.211-15	Defense Priority and Allocation Requirements	APR 2008	ALL	X	X	X	X	X	
FAR 52.219-8	Utilization of Small Business Concerns	OCT 2018	ALL	X	X	X	X	X	X
FAR 52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation	MAY 2018	ALL	X	X	X	X	X	
FAR 52.222-21	Prohibition of Segregated Facilities	APR 2015	ALL	X	X	X	X	X	
FAR 52.222-22	Previous Contracts and Compliance Reports	FEB 1999	ALL	X	X	X	X	X	
FAR 52.222-25	Affirmative Action Compliance	APR 1984	ALL	X	X	X	X	X	
FAR 52.222-26	Equal Opportunity	SEP 2016	ALL	X	X	X	X	X	
FAR 52.222-50	Combating Trafficking in Persons	JAN 2019	ALL	X	X	X	X	X	

Provision or Clause	Title	Issue Date	Threshold	FP SP	FP SV	CR SP	CR SV	T&M LH SP & SV	CI SP& SV
FAR 52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015	ALL		X		X	X	X
FAR 52.223-3	Hazardous Material Identification and Material Safety Data	JAN 1997	ALL	X	X	X	X	X	
FAR 52.223-7	Notice of Radioactive Materials	JAN 1997	ALL	X	X	X	X	X	
FAR 52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	JUN 2016	ALL	X	X	X	X	X	X
FAR 52.224-1	Privacy Act Notification	APR 1984	ALL	X	X	X	X	X	
FAR 52.224-2	Privacy Act	APR 1984	ALL	X	X	X	X	X	
FAR 52.224-3	Privacy Training	JAN 2017	ALL	X	X	X	X	X	X
FAR 52.225-8	Duty-Free Entry	OCT 2010	ALL	X		X		X	X
FAR 52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008	ALL	X	X	X	X	X	X
FAR 52.227-9	Refund of Royalties	APR 1984	ALL	X	X				
FAR 52.227-10	Filing of Patent Application-Classified Subject Matter	DEC 2007	ALL	X	X	X	X		
FAR 52.227-14	Rights in Data-General	MAY 2014	ALL	X	X	X	X	X	
FAR 52.227-17	Rights in Data-Special Works	DEC 2007	ALL	X	X	X	X	X	
FAR 52.227-18	Rights in Data-Existing Works	DEC 2007	ALL	X	X	X	X	X	
FAR 52.232-20	Limitation of Cost	APR 1984	ALL			X	X		
FAR 52.232-22	Limitation of Funds	APR 1984	ALL			X	X		
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontracts	DEC 2013	ALL	X	X	X	X	X	X
FAR 52.234-1	Industrial Resources Developed Under Title III, Defense Production Act	SEP 2016	ALL	X		X			
FAR 52.243-1	Changes-Fixed Price	AUG 1987	ALL	X					
FAR 52.243-2	Changes-Cost Reimbursement	AUG 1987	ALL			X			
FAR 52.243-3	Changes-Time and Materials or Labor Hours	SEP 2000	ALL					X	
FAR 52.243-7	Notification of Changes	JAN 2017	ALL	X	X	X	X	X	
FAR 52.244-6	Subcontracts for Commercial Items	AUG 2019	ALL	X	X	X	X	X	
FAR 52.245-1	Government Property	JAN 2017	ALL	X	X	X	X	X	
FAR 52.245-9	Use and Charges	APR 2012	ALL	X	X	X	X	X	
FAR 52.246-3	Inspection of Supplies-Cost Reimbursement	MAY 2001	ALL			X	X		
FAR 52.246-5	Inspection of Services-Cost Reimbursement	APR 1984	ALL			X	X		
FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	FEB 2006	ALL	X	X	X	X	X	
FAR 52.247-67	Submission of Transportation Documents for Audit	FEB 2006	ALL		X	X	X	X	
FAR 52.249-1	Termination for Convenience of the Government (Fixed-Price)(Short Form)	APR 1984	ALL	X	X			X	
FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012	ALL	X	X			X	

Provision or Clause	Title	Issue Date	Threshold	FP SP	FP SV	CR SP	CR SV	T&M LH SP & SV	CI SP& SV
FAR 52.249-4	Termination for Convenience of the Government (Service)(Short Form)	APR 1984	ALL		X				
FAR 52.222-41	Service Contract Labor Standards	AUG 2018	\$2,500		X		X	X	
FAR 52.222-51	Exempt from application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements	MAY 2014	\$2,500		X		X	X	
FAR 52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements	MAY 2014	\$2,500		X		X	X	
FAR 52.222-62	Paid Sick Leave Under Executive Order 13658	JAN 2017	\$2,500	X	X	X	X	X	
FAR 52.222-54	Employment Eligibility Verification	OCT 2015	\$3,500	X	X	X	X	X	
FAR 52.219-1	Small Business Concern Representations	OCT 2014	\$10,000	X	X	X	X	X	
FAR 52.222-19	Child Labor-Cooperation with Authorities and Remedies	JAN 2020	\$10,000	X		X			X
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010	\$10,000	X	X	X	X	X	X
FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011	\$10,000	X	X	X	X	X	X
FAR 52.225-1	Buy American-Supplies	MAY 2014	\$10,000	X	X	X	X	X	X
FAR 52.225-2	Buy American Certificate	MAY 2014	\$10,000	X	X	X	X	X	
FAR 52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014	\$15,000	X	X	X	X	X	
FAR 52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act	MAY 2014	\$25,000	X		X		X	X
FAR 52.225-4	Buy American-Free Trade Agreements-Israeli Trade Act Certificate	MAY 2014	\$25,000	X		X		X	
FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018	\$30,000	X	X	X	X	X	X
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015	\$35,000	X	X	X	X	X	
FAR 52.203-7	Anti-Kickback Procedures, except paragraph (c)(1)	MAY 2014	\$150,000	X	X	X	X	X	
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010	\$150,000	X	X	X	X	X	
FAR 52.203-16	Preventing Personal Conflicts of Interest	DEC 2011	\$150,000	X	X	X	X	X	X
FAR 52.222-35	Equal Opportunity for Veterans	OCT 2015	\$150,000	X	X	X	X	X	
FAR 52.222-37	Employment Reports on Veterans	FEB 2016	\$150,000	X	X	X	X	X	
FAR 52.248-1	Value Engineering	OCT 2010	\$150,000	X	X	X	X	X	

Provision or Clause	Title	Issue Date	Threshold	FP SP	FP SV	CR SP	CR SV	T&M LH SP & SV	CI SP& SV
FAR 52.225-5	Trade Agreements	AUG 2018	\$180,000	X		X			X
FAR 52.225-6	Trade Agreements Certificate	MAY 2014	\$180,000	X		X			
FAR 52.203-3	Gratuities	APR 1984	\$250,000	X	X	X	X	X	
FAR 52.203-5	Covenant Against Contingent Fees	MAY 2014	\$250,000	X	X	X	X	X	
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006	\$250,000	X	X	X	X		
FAR 52.203-6 Alt I	Restrictions on Subcontractor Sales to the Government	OCT 1995	\$250,000						X
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014	\$250,000	X	X	X	X	X	
FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	APR 2014	\$250,000	X	X	X	X	X	
FAR 52.215-2	Audit and Records-Negotiation	OCT 2010	\$250,000	X	X	X	X	X	
FAR 52.215-14	Integrity of Unit Prices, less paragraph (b)	OCT 2010	\$250,000	X	X	X	X	X	
FAR 52.222-17	Nondisplacement of Qualified Workers	MAY 2014	\$250,000		X		X	X	X
FAR 52.227-1	Authorization and Consent	DEC 2007	\$250,000	X	X	X			
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007	\$250,000	X		X			
FAR 52.227-3	Patent Indemnity	APR 1984	\$250,000	X	X	X	X		
FAR 52.229-3	Federal, State and Local Taxes	FEB 2013	\$250,000	X	X			X	
FAR 52.246-2	Inspection of Supplies-Fixed Price	AUG 1996	\$250,000	X	X				
FAR 52.246-4	Inspection of Services-Fixed Price	AUG 1996	\$250,000	X	X				
FAR 52.246-16	Responsibility for Supplies	APR 1984	\$250,000	X	X				
FAR 52.246-26	Reporting Nonconforming Items	DEC 2019	\$250,000	X		X		X	
FAR 52.247-63	Preference for U.S.-Flag Air Carriers	JUN 2003	\$250,000	X	X	X	X	X	
FAR 52.204-14	Service Contract Reporting Requirements	OCT 2016	\$500,000		X		X	X	X
FAR 52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016	\$500,000		X		X	X	X
FAR 52.219-16	Liquidated Damages-Small Business Subcontracting Plan	JAN 1999	\$750,000	X	X	X	X	X	
FAR 52.219-9	Small Business Subcontracting Plan-(Note to Seller: This clause requires adoption of small business subcontracting plan and reporting)	JUN 2020	\$750,000	X	X	X	X	X	X
FAR 52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010	\$2,000,000	X	X	X	X	X	
FAR 52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications	OCT 2010	\$2,000,000	X	X	X	X	X	
FAR 52.215-15	Pension Adjustments and Assets Reversions	OCT 2010	\$2,000,000	X	X	X	X	X	

Provision or Clause	Title	Issue Date	Threshold	FP SP	FP SV	CR SP	CR SV	T&M LH SP & SV	CI SP& SV
FAR 52.215-18	Reversion or Adjustments of Plans for Post-Retirement Benefits (PRB) Other Than Pensions	JUL 2005	\$2,000,000	X	X	X	X	X	
FAR 52.215-19	Notification of Ownership Changes	OCT 1997	\$2,000,000	X	X	X	X	X	
FAR 52.215-23	Limitation on Pass-Through Charges	OCT 2009	\$2,000,000	X	X	X	X	X	
FAR 52.230-2	Cost Accounting Standards, except paragraph (b)	OCT 2015	\$2,000,000	X	X	X	X	X	
FAR 52.230-3	Disclosure and Consistency of Cost Accounting Standards, except paragraph (b)	OCT 2015	\$2,000,000	X	X	X	X	X	
FAR 52.230-6	Administration of Cost Accounting Standards	JUN 2010	\$2,000,000	X	X	X	X	X	
FAR 52.203-13	Contractor code of business Ethic and Conduct	OCT 2015	\$5,500,000	X	X	X	X	X	
FAR 52.203-14	Display of Hotline Poster(s)	OCT 2015	\$5,500,000	X	X	X	X	X	

**DoD FAR Supplement**

Provision or Clause	Title	Issue Date	Threshold	Contract Type					
				FP SP	FP SV	CR SP	CR SV	T&M LH SP & SV	CI SP& SV
DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower rights	SEP 2013	ALL	X	X	X	X	X	
DFARS 252.204-7000	Disclosure of Information	OCT 2016	ALL	X	X	X	X	X	
DFARS 252.204-7009	Limitations on the Use of Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016	ALL		X		X	X	X
DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016	ALL	X	X	X	X	X	X
DFARS 252.204-7014	Limitations on the Use or disclosure of Information by Litigation Support Solicitation Offerors	MAY 2016	ALL		X		X	X	X
DFARS 252.204-7015	Disclosure of Information to Litigation Support Contractors	MAY 2016	ALL	X	X	X	X	X	X
DFARS 252.211-7003	Item Unique Identification and Valuation	MAR 2016	ALL	X		X		X	X
DFARS 252.211-7007	Reporting of Government-Furnished Property	AUG 2012	ALL	X	X	X	X	X	
DFARS 252.222-7000	Restrictions on Employment of Personnel	MAR 2000	ALL	X	X	X	X	X	
DFARS 252.223-7001	Hazardous Warning Labels	DEC 1991	ALL	X		X		X	
DFARS 252.223-7002	Safety Precautions for Ammunition and Explosives	MAY 1994	ALL	X		X		X	
DFARS 252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014	ALL	X		X		X	

Provision or Clause	Title	Issue Date	Threshold	FP SP	FP SV	CR SP	CR SV	T&M LH SP & SV	CI SP& SV
DFARS 252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition and Explosives	SEP 1999	ALL	X		X		X	
DFARS 252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013	ALL	X	X	X	X	X	X
DFARS 252.225-7000	Buy American-Balance of Payments Program Certificate	NOV 2014	ALL	X	X	X	X	X	X
DFARS 252.225-7001	Buy American and Balance of Payments Program	DEC 2017	ALL	X	X	X	X	X	X
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors	DEC 2017	ALL	X	X	X	X	X	X
DFARS 252.225-7007	Prohibition on Acquisition Certain Items from Communist Chinese Military Companies	DEC 2018	ALL	X		X		X	
DFARS 252.225-7013	Duty-Free Entry	MAY 2016	ALL						
DFARS 252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	JUN 2011	ALL	X		X		X	
DFARS 252.225-7028	Exclusionary Policies and Practices of Foreign Governments	APR 2003	ALL	X	X	X	X	X	
DFARS 252.225-7030	Restriction on Acquisition of Carbon, Alloy and Armor Steel Plate	DEC 2006	ALL	X		X		X	
DFARS 252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015	ALL	X	X	X	X	X	X
DFARS 252.225-7047	Exports by Approved Community Members in Performance of the Contract	JUN 2013	ALL	X		X		X	
DFARS 252.225-7048	Export-Controlled Items	JUN 2013	ALL	X		X		X	
DFARS 252.225-7976	Contractor Personnel Performing in Japan (Deviation 2018-O0019)	AUG 2018	ALL		X		X	X	X
DFARS 252.227-7013	Rights in Technical Data-Noncommercial Items	FEB 2014	ALL	X	X	X	X	X	X
DFARS 252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014	ALL	X	X	X	X	X	
DFARS 252.227-7015	Technical Data-Commercial Items	FEB 2014	ALL	X	X	X	X	X	X
DFARS 252.227-7016	Rights in Bid or Proposal Information	JAN 2011	ALL	X	X	X	X	X	X
DFARS 252.227-7025	Limitations on the Use or Disclosure of Government Furnished Information Marked With Restrictive Legends	MAY 2013	ALL	X	X	X	X	X	
DFARS 252.227-7026	Deferred Delivery of Technical Data or Computer Software	APR 1988	ALL	X	X	X	X	X	
DFARS 252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988	ALL	X	X	X	X	X	
DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016	ALL	X	X	X	X	X	X
DFARS 252.228-7001	Ground and Flight Risk	JUN 2010	ALL	X	X	X	X	X	

Provision or Clause	Title	Issue Date	Threshold	FP SP	FP SV	CR SP	CR SV	T&M LH SP & SV	CI SP& SV
DFARS 252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles	DEC 1991	ALL	X		X			
DFARS 252.229-7011	Reporting of Foreign Taxes – U.S. Assistance Programs	SEP 2005	ALL	X	X	X	X	X	X
DFARS 252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013	ALL		X		X	X	X
DFARS 252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services	DEC 1991	ALL	X	X	X	X	X	
DFARS 252.239-7018	Supply Chain Risk	FEB 2019	ALL	X	X	X	X	X	X
DFARS 252.244-7000	Subcontracts for Commercial Items	JUN 2013	ALL	X		X		X	X
DFARS 252.246-7003	Notification of Potential Safety Issues	JUN 2013	ALL	X	X	X	X	X	X
DFARS 252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016	ALL	X	X	X	X	X	X
DFARS 252.246-7008	Sources of Electronic Parts	MAY 2018	ALL	X	X	X	X	X	X
DFARS 252.247-7003	Pass-through of Motor Carrier fuel Surcharge Adjustment to Cost Bearer	JUN 2013	ALL		X		X	X	X
DFARS 252.247-7023	Transportation of Supplies by Sea	APR 2014	ALL		X		X	X	X
DFARS 252.249-7002	Notification of Anticipated Contract Terminations or Reduction	MAY 2019	ALL	X	X	X	X	X	
DFARS 252.225-7027	Restriction on Contingent Fees for Foreign Military Sales	APR 2003	ALL	X	X	X	X	X	
DFARS 252.225-7036	Buy American-Free Trade Agreements-Balance of Payments Program - Basic	DEC 2017	\$25,000	X		X		X	X
DFARS 252.225-7979	Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (Deviation 2018-O0008)	DEC 2017	\$50,000	X	X	X	X	X	X
DFARS 252.225-7981	Additional Access to Contractor and Subcontractor Records (Other than USCENTCOM) (Deviation 2015-O0016)	SEP 2015	\$50,000	X	X	X	X	X	X
DFARS 252.225-7993	Prohibition on Providing Funds to the Enemy (Deviation 2015-O0016)	SEP 2015	\$50,000	X	X	X	X	X	X
DFARS 252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	OCT 2015	\$150,000	X	X	X	X	X	
DFARS 252.225-7020	Trade Agreement Certificate	NOV 2014	\$180,000	X		X			

Provision or Clause	Title	Issue Date	Threshold	FP SP	FP SV	CR SP	CR SV	T&M LH SP & SV	CI SP& SV
DFARS 252.225-7021	Trade Agreements	DEC 2017	\$180,000	X		X			
DFARS 252.203-7001	Special Prohibition on Employment	DEC 2008	\$250,000	X	X	X	X	X	
DFARS 252.208-7000	Intent to Furnish Precious Metals as Government Furnished Material	DEC 1991	\$250,000	X		X		X	
DFARS 252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013	\$250,000	X		X		X	
DFARS 252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	OCT 2014	\$250,000	X		X		X	
DFARS 252.225-7015	Restriction on Acquisition of Hand or Measuring Tools	JUN 2005	\$250,000	X		X		X	
DFARS 252.225-7052	Restriction on Acquisition of Certain Magnets and Tungsten	DEC 2019	\$250,000	X		X		X	X
DFARS 252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and native Hawaiian Small Business Concerns	APR 2019	\$500,000	X	X	X	X	X	
DFARS 252.219-7003	Small Business Subcontracting Plan (DoD Contracts) - Basic	DEC 2019	\$750,000	X	X	X	X	X	X
DFARS 252.219-7004	Small Business Subcontracting Plan (Test Program)	MAY 2019	\$750,000	X	X	X	X	X	X
DFARS 252.222-7006	Restrictions on the use of Mandatory Arbitration Agreements	DEC 2010	\$1,000,000	X	X	X	X	X	
DFARS 252.225-7033	Waiver of United Kingdom Levies – Evaluation of Offers	APR 2003	\$1,000,000	X	X	X	X	X	X
DFARS 252.203-7003	Agency Office of the Inspector General	DEC 2012	\$5,500,000	X	X	X	X	X	X
DFARS 252.203-7004	Display of Fraud Hotline Posters (Applies in lieu of FAR 52.203-14)	OCT 2016	\$5,500,000	X	X	X	X	X	

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Provision or Clause	Title	Issue Date	Threshold	Contract Type					
				FP SP	FP SV	CR SP	CR SV	T&M LH SP & SV	CI SP& SV
NFS 1852.203-71	Requirement to Inform Employees of Whistleblower rights	AUG 2014	ALL	X	X	X	X	X	X
NFS 1852.204-76	Security Requirements for Unclassified Information Technology Resources	JAN 2011	ALL	X	X	X	X	X	X
NFS 1852.208-81	Restrictions on Printing and Duplicating	NOV 2004	ALL	X	X	X	X	X	X
NFS 1852.211-70	Packaging, Handling and Transportation	SEP 2005	ALL	X		X		X	X
NFS 1852.225-70	Export Licenses	FEB 2000	ALL	X	X	X	X	X	X
NFS 1852.227-14	Rights in Data-General	APR 2015	ALL	X	X	X	X	X	
NFS 1852.227-70	New Technology-Other than a Small Business Firm or Nonprofit Organization	APR 2015	ALL		X		X	X	X

Provision or Clause	Title	Issue Date	Threshold	FP SP	FP SV	CR SP	CR SV	T&M LH SP & SV	CI SP& SV
NFS 1852.237-71	Pension Portability	JAN 1997	ALL		X		X	X	X
NFS 1852.237-72	Access to Sensitive Information	JUN 2005	ALL	X	X	X	X	X	X
NFS 1852.237-73	Release of Sensitive Information	JUN 2005	ALL	X	X	X	X	X	X
NFS 1852.245-74	Identification and Marking of Government Equipment	JAN 2011	ALL	X		X			
NFS 1852.246-73	Human Space Flight Item	MAR 1997	ALL	X		X			X
NFS 1852.244-70	Geographic Participation in the Aerospace Program	APR 1985	\$100,000		X		X	X	X
NFS 1852.223-72	Safety and Health (Short Form)	JUL 2015	\$250,000		X		X	X	X
NFS 1852.225-8	Duty Free Entry of Space Articles	OCT 2010	\$250,000	X		X		X	
NFS 1852.228-76	Cross Waiver of Liability for Space Shuttle Services	OCT 2012	\$250,000	X	X	X	X	X	
NFS 1852.228-78	Cross Waiver of Liability for Science or Space Exploration Activities Unrelated to the International Space Station	OCT 2012	\$250,000	X	X	X	X	X	
NFS 1852.223-74	Drug and Alcohol-Free Workforce	NOV 2015	\$5,000,000	X	X	X	X	X	