



Terms and Conditions

PART I – DEFINITIONS

The following terms, as used herein or in exhibits or attachments hereto, shall have the meanings indicated:

- (a) "Buyer." The Electromet Corp. legal entity identified in the Order.
- (b) "Buyer's Purchasing Representative" means the Buyer's employee who has cognizance of this Order on behalf of the Buyer.
- (c) "Contracting Officer." Means the U.S. Government Contracting Officer(s) for the Prime Contract identified in this Order.
- (d) "Customer." The entity identified in the applicable Statement of Work as Buyer's end customer for the Work or the entity for which Buyer has a contract to provide goods or services.
- (e) "Seller" or "Subcontractor" Legal entity which is the contracting party with Buyer set forth on the face of the Order. In FAR clauses incorporated herein the term "Contractor" shall be deemed to refer to Seller, and the term "Subcontractor" refers to Seller's Subcontractors.
- (f) "Order" (or "Subcontract") refers to the purchase authorization issued by the Buyer and these Terms and Conditions, along with attachments referenced or otherwise incorporated with or to the Order. With respect to references within FAR clauses incorporated or referenced herein, the term "Contract" means this Order (or the Subcontract.)
- (g) "Prime Contract" means the Government contract under which this Order is issued.
- (h) "Government" refers to the Government of the United States of America acting through its departments or agencies, including the procuring activity that awarded the Prime Contract.
- (i) "Work" means all required articles, materials, supplies, goods, labor and services constituting the subject matter of the Order and includes any items identified as deliverables under the Order.

PART II – GENERAL PROVISIONS

1. ACCEPTANCE

- (a) Written acceptance by Seller of this Order or the commencement of any work or the performance of any services hereunder by Seller shall constitute acceptance by Seller of this Order, its terms and conditions and applicable law.
- (b) Acceptance of this Order is limited to the terms and conditions stated herein. Any additional or different terms proposed by Seller are objected to and hereby rejected unless Buyer agrees otherwise in writing.
- (c) Prior to Acceptance, rejection by Buyer of any or all parts of defective Work shall be in writing and reviewed with Seller. Such rejected Work shall be promptly corrected or replaced by Seller at Seller's expense. If Seller fails to commence and diligently continue correction or replacement of such rejected Work within five (5) business days after receipt of written notice from Buyer to correct or replace the rejected Work, Buyer may at its option remove and replace the rejected Work, and Seller shall promptly reimburse Buyer for the costs of such removal and replacement of defective and rejected Work, or alternatively, Buyer may at its option deduct any such costs so incurred from any moneys due Seller.

2. DEFENSE PRIORITIES AND ALLOCATION SYSTEM (DPAS)

If this Order is a "rated order" certified for national defense use the Seller is required to follow all the provisions of the Defense Priorities and Allocations System (DPAS) regulation (15 CFR Part 700).

3. LOSS OR DAMAGE CAUSED BY SELLER

Seller shall indemnify and hold harmless Buyer, its officers and employees, from any damage, expense or liability by reason of property damage, personal injury or death arising out of or in connection with negligent actions or omissions of Seller, and also from any claim against Buyer as a third party for death or injury to Seller's or Seller's subcontractor's employee arising out of and in the course of the employee's employment. Without in anyway limiting the foregoing undertakings, Seller and its subcontractors at all tiers shall maintain public liability and property damage insurance in reasonable limits covering the obligations set forth above and shall maintain proper worker's compensation insurance covering all employees performing this Order and upon request, shall furnish Certificates of Insurance evidencing such coverage and listing Buyer as an "Additional Insured."

4. RESPONSIBILITY FOR PROPERTY

- (a) All property, including material, tooling and equipment which is furnished to Seller by Buyer for performance of this Order or for which Buyer has specifically agreed to pay Seller, shall be and remain the property of Buyer, or the Government, as applicable, and title to such property shall not be affected by incorporation or attachment to any other property. All property manufactured or acquired by Seller under this Order, the title of which is held by the Buyer, or the Government, and all property furnished or consigned to Seller by Buyer under this Order, including Government property, shall be kept and maintained in accordance with the standards outlined in FAR 52.245-1, which is hereby incorporated and made part of this Order.

- (b) The Seller shall store and maintain the property for an indefinite period unless or until directed otherwise by the Buyer at no additional cost. Such property shall be used by Seller only in the performance of this Order or as may otherwise be authorized by Buyer in writing, or by the Government with respect to property of the Government. The property shall remain the property of Buyer or the Government unless abandoned in place, in which case neither Buyer nor Government shall have any further obligation concerning same. When instructed by Buyer, Seller shall deliver the property covered by this clause to Buyer or the Government, as appropriate, F.O.B., carrier, Seller's plant at the completion or termination of this Order, or shall make such other disposition of property of the Government as Buyer, upon instructions of the Contracting Officer, may direct. Seller shall bear the risk of loss or destruction of and damage to property covered by this clause until delivered or returned to Buyer or the Government. Seller shall deliver or return Buyer property and Government property in the same condition as when manufactured, acquired, or received, except for reasonable wear and tear or for utilization thereof in accordance with terms of this Order. With respect to Government property this clause applies only to Government property coming into Seller's possession or control solely under this Order, it does not, for example, apply to Government property held by Seller under a facilities or other Government contract which governs Seller's responsibility.

5. RISK OF LOSS AND RESPONSIBILITY FOR SUPPLIES

- (a) Under this Order, unless otherwise specified, the designated delivery point is "F.O.B. destination," the risk of loss shall remain with Seller until acceptance of the items by Buyer, and Seller shall be responsible for asserting any claims against the carrier and for maintaining any required insurance against loss in transit.
- (b) Seller shall be responsible for the supplies covered by this Order until they are delivered at the designated delivery point, regardless of the point of inspection. After delivery to Buyer at the designated delivery point and prior to acceptance by Buyer or rejection and giving notice thereof by Buyer, Buyer shall be responsible for risk of loss. Seller shall bear all risks of loss as to properly rejected supplies after timely written notice of rejection has been given, except that Buyer shall be responsible for risk of loss as to rejected supplies if such loss results from negligence of officers, agents or employees of Buyer.

6. HIRING/NON-SOLICITATION

During the term of this Order and for a period of one (1) year following the termination or expiration of this Order, Seller agrees not to hire any employee of Buyer without the prior written permission of Buyer. This provision shall apply to the former employees of Buyer for a period of six (6) months following the termination of employment of such individual. This restriction shall not apply to the solicitation or recruitment by Seller generally in the media, and shall not prohibit Seller from hiring, without prior written consent, employees of Buyer who answer any advertisement or who otherwise voluntarily apply for hire without having been personally solicited or recruited by Seller or its representatives. Seller's breach of this provision shall entitle Buyer to immediately



terminate this Order and/or any related Statement of Work and pursue such other legal or equitable remedies available to Buyer.

7. PACKING, MARKING AND SHIPPING

- (a) Seller shall pack, mark and ship all goods and supplies in accordance with the requirements of this Order so as to be in compliance with transportation regulations and good commercial practice for protection and shipment and to secure the most advantageous transportation service and rates consistent therewith. No separate or additional charge is payable by Buyer for containers, crating, boxing, bundling, dunnage, drayage or storage unless specifically stated in this Order. Any expense incurred by Buyer as a result of improper preservation, packaging, packing, marking or method of shipment shall be reimbursed by Seller. A packing list showing Order number (and release number, if applicable) shall be included with each shipment, and each container shall be marked to show the Order number. Any transportation charges paid by Seller for which Seller is entitled to reimbursement shall be shown on Seller's invoice as a separate line item and the receipted freight bill shall be attached thereto.
- (b) In case of drop shipment Seller shall send Buyer at time of shipment two (2) copies of above packing list.
- (c) If because of failure of Seller to meet the delivery requirements of this Order, Buyer finds it necessary to require shipment of any of the supplies covered by this Order by a method of transportation other than the method originally specified by the Buyer, Seller shall reimburse Buyer the amount, if any, by which the cost of the more expeditious method of transportation exceeds the cost of the method of transportation originally specified unless such failure is due to causes beyond the reasonable control and without the fault or negligence of Seller.

8. HAZARDOUS MATERIALS NOTIFICATION

Prior to bringing any hazardous material or chemical (as determined by OSHA regulation at 29 CFR Section 1910.1200(d)) onto Buyer property, the Seller shall provide a current Safety Data Sheet (SDS) for each such material or chemical to Buyer. The form of the SDS shall be in accordance with the Global Harmonized System (GHS) or equivalent, containing all of the information required by 29 CFR Section 1910.1200(g).

9. COUNTERFEIT WORK

- (a) The following definitions apply to this clause:
"Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions or alterations that have been knowingly mismarked, misidentified or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code or performance characteristics.
"Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.
- (b) Seller shall not deliver Counterfeit Work or Suspect Counterfeit Work to Buyer under this Order.
- (c) Seller shall only purchase products to be delivered or incorporated as Work to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Seller may use another source only if (i) the foregoing sources are unavailable, (ii) Seller's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) Seller obtains the advance written approval of Buyer.
- (d) Seller shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Order.
- (e) Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. Seller, at its expense, shall provide reasonable cooperation to Buyer in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Order.
- (f) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Order addressing the authenticity of Work.

- (g) In the event that Work delivered under this Order constitutes or includes Counterfeit Work, Seller shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Order. Notwithstanding any other provision in this Order, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Buyer's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of this Order.
- (h) Seller shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to Buyer.

10. EXCLUSION OF MERCURY

Any items delivered to Buyer will not have come into contact with mercury or have mercury added to them in any form.

11. USE OF BUYER'S DATA

Seller agrees not to use or disclose drawings, specifications, technical information and other data furnished by Buyer except in furnishing supplies under this Order; provided, however, that Seller may produce such supplies for sale to the Government where the Government has the right to authorize, and has authorized, the use of such drawings, specification, technical information and other data. Nothing in this clause, however, shall restrict Seller's rights to use or disclose drawings that are not copyrighted, specifications, technical information and other data which are or become generally known to the public without breach of this provision by Seller or are rightly obtained without restriction on their use from other sources.

12. AUDIT AND INSPECTION OF RECORDS

Unless a longer period is specified in this Order or by law or regulation, Seller shall retain all records related to this Order for seven (7) years from the date of final payment received by Seller. Records related to this Order include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. Seller further agrees to maintain its records relating to material and/or services provided for a period of seven (7) years from the date such work was completed, and to make such records available, at no additional cost, to Buyer, and if applicable, its customer(s), during normal business hours and upon reasonable advance notice, at any time or times within the seven year period.

13. PUBLIC RELEASES

Seller shall not, without the prior written consent of Buyer, make any news release or public announcement concerning this Order.

14. COMMUNICATION WITH BUYER'S CUSTOMER

Seller shall not communicate or coordinate with the Buyer's Customer unless Buyer gives written permission to Seller.

15. DISPUTES

- (a) Any dispute arising under this Order which is not settled by agreement or pursuant to the following paragraphs of this clause, may be settled by appropriate legal proceedings. Notwithstanding any other provisions herein, any decision of the Contracting Officer under the Prime Contract which binds the Buyer shall also bind the Seller to the extent that it relates to this Order. Certification of Seller's claim by Buyer pursuant to the Prime Contract's Disputes clause shall occur only after the execution of a hold harmless agreement by Seller.
- (b) Only the Prime Contractor has privilege of contract to pursue a claim or other direct action against the Customer under this Order. Any decision on appeal, or any other decision of the Government under the Prime Contract which cannot be appealed under the Disputes clause of the Prime Contract if binding on Buyer, shall also bind Seller to the extent that it relates to this Order. A final judgment in any such suit or final disposition of such claim shall be conclusive upon Buyer and Seller.
- (c) If any appeal, suit or claim is prosecuted by Buyer under this clause, Seller shall be permitted at Seller's expense, to participate fully in such prosecution for the purpose of protecting Seller's request. Each party shall cooperate reasonably in assisting the other party in such proceedings to the extent that the parties are not adverse to one another. Buyer agrees that after Seller has commenced to participate in any claim or proceeding against the Government pursuant to this clause, Buyer will not enter into a settlement agreement with the Government or take any other action which would prejudice Seller's rights in such claim or proceeding without Seller's consent.
- (d) During pendency of any dispute, decision, appeal suit or claim covered by this clause, Seller shall proceed diligently with performance.



All costs and expenses incurred by Seller and Buyer in prosecuting any appeal, suit or claim initiated by Buyer solely at Seller's request shall be paid by Seller; otherwise each party shall bear its allocable share of the expense. The rights and obligations of Buyer and Seller under this clause shall survive completion of, and final payment under, this Order.

16. STOP WORK

- (a) Buyer may, at any time, issue written direction to Seller to stop all or any part of the work called for by this Order for a period of time not to exceed ninety (90) calendar days after written direction is delivered to the Seller and for any further period to which the parties may agree, which written discretion shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the Stop Work Order, Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by this Order during the period of work stoppage. Within the ninety (90) calendar day period following Seller's receipt of such Stop Work Order, or within any extension of that period, Buyer shall either:
- i) cancel the Stop Work Order; or
 - ii) terminate the work covered by the Stop Work Order as provided in either the Termination for Convenience or the Termination for Default provision of this Order.
- (b) If a Stop Work Order issued under this provision is cancelled or the period of the Stop Work Order or any extension thereof expires, the Seller shall resume work. Buyer shall make an equitable adjustment in the delivery schedule or Order price, or both, and this Order shall be modified in writing accordingly, if:
- iii) the Stop Work Order results in an increase in the time required for, or in the Seller's cost properly allocable to, the performance of any part of this Order; and
 - iv) Seller asserts a claim for such adjustment within thirty (30) calendar days after the end of the period of work stoppage.
- (c) If the Stop Work Order is not cancelled and the work covered by the Stop Work Order is terminated for the convenience of Buyer and/or the Government in accordance with applicable provisions of this Order, then Buyer shall allow reasonable costs resulting from the Stop Work Order in arriving at any appropriate termination settlement. If the Stop Work Order is not cancelled and the work covered by the Stop Work Order is terminated for default in accordance with applicable provisions of this Order, Buyer shall not allow, by equitable adjustment or otherwise, any costs or other expenses incurred by Seller resulting from the Stop Work Order.

17. CHANGES

- (a) Buyer may, at any time, exclusively by a written Change Order signed by its authorized Purchasing Representative and without notice to sureties, make changes within the general scope of this Order, which affect the:
- i) drawings, designs or specifications;
 - ii) method of shipment or packing;
 - iii) place of inspection, delivery or acceptance;
 - iv) quantities and delivery schedules;
 - v) description of time or place of performance of services; and
 - vi) Buyer or Government-furnished facilities, equipment or material.
- (b) If any such change causes an increase or decrease in the cost of or the time required for performance of this Order, an equitable adjustment shall be made in the Order price or delivery schedule or both, and this Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this provision must be asserted in writing to Buyer's Purchasing Representative not later than thirty (30) calendar days after the date of receipt by Seller of the written change authorization or within such extension as Buyer may grant in writing. Buyer may, in its sole discretion, consider any claim received from Seller regardless of when asserted. Such claim shall be in the form of a complete change proposal fully supported by factual information.
- (c) Pending any such adjustment, Seller will diligently proceed with the Order as modified. If the cost of property made excess or obsolete as a result of a change is included in Seller's claim for adjustment, Buyer shall have the right to direct the manner of disposition of such property. Buyer shall have the right to examine any of Seller's pertinent books and records for the purpose of verifying Seller's claims.

18. TERMINATION FOR CONVENIENCE

Buyer may terminate this Order for its convenience in whole or, from time to time, in part, in accordance with the FAR clause titled "Termination for Convenience of the Government" set forth in 52.249-2 and in effect on the date of this Order, which clause is incorporated herein by this reference except for paragraph (c). The period for submittal of Seller's termination settlement proposal under referenced

clause is hereby reduced to six (6) months, and the period for submittal of Seller's request for equitable adjustment is hereby reduced to forty-five (45) calendar days. In the referenced clause, the term "Contractor" shall mean Seller and the terms "Government" and "Contracting Officer" shall mean Buyer.

19. TERMINATION FOR DEFAULT

- (a) Buyer may terminate the whole or any part of this Order under any of the following circumstances:
- i) if Seller fails to deliver the goods or to perform the services required by this Order within the time specified herein or any extension thereof granted by Buyer in writing; or
 - ii) if Seller fails to perform any of the other provisions of this Order or so fails to make progress as to endanger performance of this order in accordance with its terms, and in either of these two circumstances does not cure such failure within the period set forth in Buyer's notice (not to exceed ten (10) calendar days) after receipt of such notice; or
 - iii) in the event of suspension of Seller's business, insolvency, institution of bankruptcy, liquidation proceedings by or against Seller, appointment of a trustee or receiver for Seller's property or business, or any assignment, reorganization or arrangement by Seller for the benefit of creditors.
- (b) Buyer may require Seller to transfer title and deliver to Buyer in the manner and to the extent directed by Buyer:
- i) any completed goods; and
 - ii) such partially completed goods and material, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "manufacturing materials") as Seller has produced or acquired for the performance of this Order, including the assignment to Buyer of Seller's subcontracts. Seller further agrees to protect and preserve property in the possession of Seller in which Buyer has an interest. Payment for completed goods delivered to and accepted by Buyer shall be at the Order price. Payment for manufactured materials delivered to and accepted by Buyer and for the protection and preservation of property shall be at a price determined in the same manner as provided in the Termination for Convenience provision hereof, except that Seller shall not be entitled to profit. Buyer may withhold from Seller monies otherwise due Seller for completed goods and/or manufacturing materials in such amounts as Buyer determines necessary to protect Buyer against loss due to outstanding liens or claims against said goods.
- (c) In the event Buyer terminates this Order for Seller's default, Seller shall be liable to pay Buyer all costs incurred by Buyer resulting from such termination, including without limitation costs for re-procurement of item or items provided for in the Order.

20. ASSIGNMENT AND SUBCONTRACTING

- (a) Neither this Order nor any interest therein, except the right to receive payment, may be assigned without prior written consent of Buyer. No assignment of the right to receive payment will affect Buyer's right of set-off against Seller; nor will such assignment be binding on Buyer unless and until Buyer receives an executed copy of the assignment and each invoice to be paid to the assignee is clearly marked to show such assignment. Seller shall not disclose any classified information or sensitive but unclassified information relating to this Order to any assignee unless authorized under this Order.
- (b) No goods or services to be delivered under this Order shall be procured by Seller from a third party in completed or substantially completed form without Buyer's prior written consent. This limitation shall not apply to Seller's purchase of standard commercial supplies, raw material, outside processing services (such as heat treating, anodizing, or passivating), castings or forgings.
- (c) Seller agrees and acknowledges that all deliverables, or portions thereof, under this Order ("Deliverable Materials") may be incorporated into deliverables under the next higher tier or Prime Contract. Seller hereby grants Buyer the right to deliver the Deliverable Materials or any portion thereof under the next higher tier or Prime Contract. Seller further hereby agrees to deliver the Deliverable Materials under this Order with the appropriate markings required by the Government regulations incorporated into this Order.

21. WAIVER, MODIFICATION AND DELIVERY

The failure of Buyer in any one or more instances to insist on delivery at an agreed time or on performance of any other provision of this Order shall not be construed to be a waiver by Buyer of delivery time or any other provision in any later instance. Delivery according to the schedule



set out in the Order, being an important condition hereof, will not be advanced or delayed without written agreement between the parties. Absent such agreement, if Seller delivers quantities in excess of the quantity called for, such excess quantities will be treated as being delivered for the convenience of Seller. Buyer may retain such excess quantities up to \$100 in value without compensating Seller therefor, and Seller waives all right, title, or interests therein. Quantities in excess of \$100 in value will at the option of Buyer either be returned at Seller's expense or retained and paid for by Buyer at the purchase order unit price. No provision herein concerning inspection or conclusiveness of acceptance shall exclude any warranty or constitute a waiver thereof. A modification of this Order must be in writing and signed by Buyer's authorized Purchasing Representative if it is to be binding on Buyer.

22. LAWS

- (a) This Order shall be construed according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, Boards of Contract Appeals, and quasi-judicial agencies of the U.S. Government, and where such sources are not dispositive, according to the laws of the State of Maryland. The rights and remedies provided to Buyer and Seller herein shall be cumulative and shall be in addition to any other rights and remedies provided by existing law or equity. Seller agrees that the supplies called for herein will be manufactured, prepared, sold and installed if applicable, in complete and strict compliance with all relevant Federal, state and local laws and regulations, including the Federal Occupational Safety Act of 1970, the Federal Hazardous Substances Act, the Transportation Safety Act of 1974 and the Toxic Substance Control Act.
- (b) The parties consent to venue in Hagerstown, Maryland, and to the exclusive jurisdiction of the courts of Washington County, Maryland, and the Federal District Court for the District of Maryland, for all litigation that may be brought with respect to the terms of, and the transactions and relationships contemplated by, this Order. Except where expressly prohibited by law, each party hereby irrevocably waives its rights, if any, to trial by jury in any matter arising out of or related to this Order.
- (c) This Order and activities hereunder are within the jurisdiction of departments of the United States Government. Any falsification, concealment or alteration of any material fact, or any false, fraudulent or fictitious statement or representation in connection with the work under any contract within the jurisdiction of the Government may be punishable in accordance with applicable Federal statutes.

23. EXPORT CONTROL

Seller shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the U.S. International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR), if necessary. Non-U.S. parties shall comply with U.S. reexport regulations for U.S. export controlled items. Export controlled items, as used in this clause, means items subject to either the EAR (15 CFR Parts 730-774), or to the ITAR (22 CFR Parts 120-130). The term includes defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR part 120 and Items as defined in the EAR as "commodities, software, and technology," terms that are also defined in the EAR, 15 CFR 772.1. Performance under this Order is contingent upon Buyer obtaining and maintaining any appropriate export authorization, as required.

24. RESTRICTED PARTY LISTS

By acceptance of this Order Seller represents that neither Seller nor any parent, subsidiary or affiliate of Seller is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List (administered by the Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List (maintained by the Bureau of Industry and Security ("BIS"), the List of Statutorily Debarred Parties (maintained by the Directorate of Defense Trade Controls) or the Consolidated List of Asset Freeze Targets designated by the United Nations, European Union and United Kingdom (collectively, "Restricted Party Lists"). Seller shall immediately notify the Buyer if Seller or any parent, subsidiary or affiliate of Seller becomes listed on any Restricted Party Lists or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or non-U.S. government entity or agency. Seller shall include the provisions of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or delivered as Work to Buyer. Seller shall immediately notify Buyer upon learning

that any lower tier subcontractor with which it engages has become listed on any Restricted Party List.

25. NOTIFICATION OF DEBARMENT/SUSPENSION

By acceptance of the Order Seller represents that neither Seller nor any parent, subsidiary or affiliate of Seller, nor any of its Principals, nor any subcontractors engaged to perform on this Order is debarred, suspended or proposed for debarment by the federal government. Seller shall notify Buyer if any of its subcontractors, or any of its Principals, are or become debarred, suspended or proposed for debarment by the federal government. Seller shall include the requirements of this clause in each subcontract that (1) exceeds \$35,000 in value and (2) is not a subcontract for commercially available off-the-shelf items.

26. INDEPENDENT CONTRACTOR

- (a) Seller certifies that it is engaged in an independent business and will perform its obligations under this Order as an independent contractor and not as the agent or employee of Buyer; that it has no authority to act for or bind Buyer; that Seller may and does work for other customers; and that any persons provided by Seller shall be solely the employees or agents of Seller under its sole and exclusive direction and control.
- (b) Seller shall have the sole responsibility for performing Work in accordance with the applicable Statement of Work and for the conduct of its employees, representatives and agents, and for payment of their entire compensation, including salary and other forms of compensation, withholding of income and payment of taxes or like fees as required to comply with applicable federal, state and local laws, and payment or provision of worker's compensation, unemployment, disability insurance, and social security withholding. Seller's personnel are not eligible to participate or to receive coverage under any Buyer benefit plan, program, employment policy or procedure or workers' compensation insurance. Seller shall be responsible for all employer obligations towards all of its employees and agents under all applicable laws. Seller shall release and hold harmless Buyer and its directors, officers, employees and representatives against any liability, expenses, and costs (including reasonable attorneys fees) relating, directly or indirectly, to Seller's failure to comply with its obligation under this paragraph.

27. INTEREST

Any liquidated amount owed by Seller to Buyer shall bear interest, unless paid within thirty days, at the rate the Secretary of the Treasury establishes for interest payments under Section 12 of the Contracts Disputes Act of 1978 (41 USC Section 611) from the date due until paid unless otherwise herein provided.

28. ORDER OF PRECEDENCE

- (a) In the event of any inconsistency between or among the provisions, articles, attachments or specifications which constitute this Order, the following order of precedence shall apply:
 - i) the FAR and DFARS Provisions contained in Part III of these Terms and Conditions;
 - ii) the General Provisions contained in Part II of these Terms and Conditions;
 - iii) the Purchase Order
 - iv) the specifications contained in the Statement of Work; and
 - v) all other attachments incorporated herein by reference.
- (b) Buyer's specifications shall prevail over any subsidiary documents referenced therein. Seller shall not use any specification in lieu of those contained in this Order without written consent of Buyer's Purchasing Representative.

29. PAYMENT AND TAXES

- (a) For each shipment of goods or complete item of services, Seller shall submit an original invoice marked "Original" and one copy marked "Copy" to Buyer's Accounts Payable Department at the address specified on the face of this Order. Seller's invoices will be returned for correction or offset by Buyer's debit memoranda for any adjustments due to shortages, late deliveries, rejections or other failure to comply with the requirements of this order, before payment is made by Buyer. This Order number and appropriate line item number must appear on all shipping documents, invoices, quality certifications and packing sheets.
- (b) Unless prohibited by law or otherwise expressly agreed by Buyer in the Order, Seller shall pay and has included in the price of this Order any federal, state or local sales taxes, transportation, use or other taxes (except for income taxes) required to be imposed on the goods or services ordered hereunder by reason of their manufacture, sale or delivery. Materials, supplies and services designated for incorporation in the manufacture and production, or as a component part of any item to be manufactured or produced for the U.S. Government, shall not be



subject to any federal, state or local taxes from which said materials, supplies and services are exempt. To the extent that any form of tax exemption is applicable to this Order, Seller hereby agrees to recognize and comply with all exemption certificates presented by Buyer.

- (c) In the event Buyer expressly agrees to accept invoices from Seller which contain any federal, state or local taxes, such taxes shall be separately itemized in Seller's invoices and supported by documentation satisfactory to Buyer.
- (d) In the event Buyer expressly agrees to accept invoices from Seller which contain any freight charges, such freight charges shall be separately itemized in Seller's invoices and supported by documentation satisfactory to Buyer.
- (e) Determination of payment due date shall will be based on the latest of:
 - i) the date goods are received or services are completed;
 - ii) the date goods are scheduled to be received or services are scheduled for completion under this Order; or
 - iii) the date an accurate invoice is received by Buyer. Payment by Buyer will be deemed to have been made when deposited in the mail.

For each shipment of goods or complete item of services, Seller shall submit an original invoice marked "Original" and one copy marked "Copy" to Buyer's Accounts Payable Department at the address specified on the face of this Order. Payment terms are net 45 days from the receipt of a properly prepared invoice.

- (f) Seller will return overpayments to Buyer within fifteen (15) days of receipt.

30. OFFSET

Buyer is permitted to offset amounts owed to Seller under this Order or any other agreement between the parties.

31. NONDISCLOSURE/CONFIDENTIALTY.

- (a) The parties shall restrict access to proprietary Electromet Corp. information to its employees or agents who have a "need to know." The Seller, for itself and its employees, agents and representatives, warrants that it shall not disclose proprietary Electromet Corp. information to any third party and shall treat the proprietary Electromet Corp. information in the same way it treats its own Proprietary or proprietary Electromet Corp. information of like kind, but in no event less than with a reasonable degree of care. This provision will not apply to information that is now or later comes into the public domain without the fault of the disclosing party; is known by the disclosing party prior to the Effective Date; is independently developed by the disclosing party, as demonstrated by written documents; or is obtained by the disclosing party from a third party that does not have an obligation to keep the information confidential. Neither party will make any copies of the proprietary Electromet Corp. information nor will it remove any property from the other's premises without prior approval.
- (b) Seller shall not disclose any classified information or sensitive but unclassified information relating to this Order unless authorized under this Order.
- (c) The confidentiality obligations, with respect to general disclosures under this Order, shall survive for a period of three (3) years from earlier of the expiration or termination of this Order. The confidentiality obligations, with respect to disclosures under a Statement of Work, shall survive for the earlier of termination or expiration of each Statement of Work issued hereunder, unless a longer period of survival is set forth in such Statement of Work.
- (d) Nothing in this Section 31 is intended to limit the delivery of data to the U.S. Government, where such delivery is required under the Prime Contract.

32. LIMITATION ON LIABILITY

Neither Buyer, nor its officers, directors, employees, agents or other representatives shall be liable to Seller for any lost profits, lost savings, consequential, incidental or special damages, even if advised of the possibility of such damages.

33. FORCE MAJEURE

Neither Buyer nor Seller will be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes include, but are not limited to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In the event that performance of the Order is hindered, delayed or adversely affected by causes of the type described above ("Force Majeure"), then the party whose performance is so affected shall notify the other party's authorized representative in writing and, at Buyer's

option, the Order will be completed with such adjustments as are reasonably required by the existence of Force Majeure or the Order may be terminated for convenience.

34. INDEMNIFICATION

The employees of each party shall obey all pertinent rules, regulations, and laws while on the premises of the other party. Seller agrees to defend, indemnify and hold harmless Buyer, its officers, directors, employees, agents and customers, from and against any and all loss, costs, damages, expense and claims, including attorney's fees, arising out of, in whole or in part:

- (a) The services, products, deliverables or other work that infringe a copyright, trade secret, patent or other proprietary right of a third party. If the use or sale of any item, with respect to which Seller indemnifies Buyer is enjoined as a result of such action or proceeding, Seller, at no expense to Buyer, shall obtain for Buyer, its customers and end users, the right to use and sell said item or shall substitute an equivalent item acceptable to Buyer and extend this same written indemnification with respect to such equivalent item. In the event that Seller is unable to secure such right of use for Buyer, its end users and customers, or to secure an equivalent item as a substitute, Seller will indemnify Buyer, its customers and end users for any and all losses or damages sustained by reason of such injunction;
- (b) The failure to comply with applicable laws, regulations, ordinances, rules, orders, or similar legal requirements including, but not limited to, furnishing defective cost or pricing;
- (c) The negligent, reckless or willful acts or failures to act of Seller or its employees, personnel, consultants, representatives, agents or subcontractor personnel;
- (d) The liability of Seller or its consultants or subcontractors for unpaid wages, liquidated damages or other amounts due as a result of failure to withhold, pay or remit the amounts set forth in the Section entitled "Independent Contractor;" or
- (e) The bodily injury to or damage to property of any person, including Seller or its employees, consultants, agents or Seller personnel, arising out of performance of any work hereunder, including Seller's use of Buyer's premises or equipment. This indemnification provision shall survive the termination of this Order.

35. ANTI-KICKBACK ACT

Seller warrants that is in full compliance with the provisions of the Anti-Kickback Act, as amended, 41 USC 51-58 (see also FAR 3.502), and shall hold Buyer harmless from any liability resulting from failure of such compliance including costs Buyer incurred investigating and reporting such failures. If Seller has reasonable grounds to believe that a violation may have occurred the violation should be reported to the Buyer.

36. ANTI-KICKBACK PROCEDURES

FAR Clause 52.203-7 applies to this Order and Seller agrees that Buyer shall have the right to offset the amount of any kickbacks from monies owed the Seller under this or any other Order.

37. WARRANTIES

Seller represents, warrants, and covenants that:

- (a) The Work will be performed using the highest professional standards, while maintaining conformance to the Order or Statement of Work's specifications and any procedures of Buyer and its Customer.
- (b) If any non-conforming Work is identified, Seller shall, at Buyer's option, promptly rework, repair, replace or re-perform the non-conforming Work. Transportation of replacement Work, return of non-conforming Work and re-performance, rework or repair of Work shall be at Seller's expense. If rework, repair, replacement or re-performance of Work is not timely, Buyer may elect to return, re-perform, rework, repair, replace or re-procure the Work at Seller's expense.
- (c) If the Work furnished contains any manufacturer's warranties, Seller hereby assigns such warranties to the Buyer and Buyer's Customer. The warranties in this provision shall inure to the benefit of Buyer, its customers, and subsequent owners or users of the delivered Work.
- (d) Seller shall comply with all federal, state, county and local laws, ordinances, regulations and codes applicable to the Order, the goods to be provided or the services to be performed (the "Laws").
- (e) Seller has appropriate agreements with its employees and others, including any subcontractors, sufficient to enable full compliance with all the provisions of this Order.
- (f) All Seller's personnel are authorized to work in the United States and to provide the services provided.
- (g) No work performed by Seller will infringe any copyright, trade secret, patent or other proprietary rights of a third party, constitute a misappropriation of the trade secret or rights of third parties, contain



any false or libelous statements or unlawful material, or otherwise constitute unlawful invasion of the privacy of any person.

- (h) No work will contain any feature that prevents use, including without limitation, any computer virus, worm, lock, drop-dead device, Trojan-horse routine, trap door or any other code or instruction that may be used to access, modify, delete, damage or disable the functioning of any systems of Buyer or its customers.
- (i) No officer, employee or agent of Buyer has been or will be employed, retained, paid a fee or otherwise receive personal compensation or consideration from Seller, its Affiliates, or their officers, employees, agents, or immediate family members in connection with obtaining, arranging or negotiating this Order or any Statement of Work.
- (j) No collusive arrangements have been made with other suppliers or persons bearing in any way upon this Order, Statement of Work or any Work hereunder.
- (k) Buyer does not make any warranties, either express or implied, to Seller.

38. STATUS CHANGES

- (a) By accepting this Order, Seller certifies that all representations and certifications applicable to this Order remain valid. If Seller's status under any of the applicable representations and certifications has changed, Seller must complete and submit to Buyer revised representations and certifications prior to taking any action indicating acceptance of this Order.
- (b) Seller agrees to provide prompt notification to Buyer of any event or change in circumstances that could affect Seller's performance under this Order such as ineligibility to contract with the Government, debarment, assignment of consent agreement, designation under U.S. or foreign sanctions laws and regulations, expiration or cancellation of ITAR certifications, initiation or existence of a Government investigation, change in place of performance, decrease in manufacturing capacity, diminishing manufacturing sources or material shortages, increase in production requirements, labor reductions, financial or organizational conflicts of interest, and significant financial conditions requiring any of the preceding changes.
- (c) Sellers that have provided anti-corruption compliance due diligence information (e.g., related to Seller's ownership and personnel, subsidiaries and third parties and related certifications) to a Buyer representative shall provide Buyer with prompt notification and details of any changes to its owners, officers, directors or other information contained in such due diligence materials, and agrees to promptly cooperate with Buyer and provide additional information reasonably requested related to such changed information. In the event of a material change to the owners, offices, directors or other information contained in the due diligence material supplied to Buyer, Buyer reserves the right to suspend performance under this Order by providing written notice to Seller in order for Buyer to conduct anti-corruption due diligence upon such changed circumstances.
- (d) Seller shall notify Buyer of any proposed change in Control within thirty (30) days prior to such event. The notice shall describe in reasonable detail the proposed transaction structure and any proposed changes to management, operations, domicile, key locations, the board of directors and/or ownership (along with a commitment to cooperate with Buyer and provide additional information reasonably requested related to such proposed change in Control). For purposes of this Order, "Control" means the power, directly or indirectly, to (a) vote more than fifty percent of the securities that have ordinary voting power for the election of Seller's directors; or (b) direct, or cause the direction of, the management and policies of Seller whether by voting power, contract, or otherwise. If a Person or Entity obtains "Control" by acquiring more than fifty percent of the securities that have ordinary voting power for the election of Seller's directors, that acquisition may be accomplished by one or multiple transfers. For purposes of this Order, "Person or Entity" means a natural person, corporation, limited partnership, general partnership, limited liability company, limited liability partnership, joint stock company, joint venture, association, company, trust, or other organization, whether or not a legal entity, and a government or agency or political subdivision of that entity.
- (e) Failure to provide the notice under this clause shall be deemed a material breach of this Order.

39. SURVIVAL AND SEVERABILITY

- (a) This Order embodies the entire understanding of the parties hereto relating to Seller's services regarding the subject matter hereof and supersedes any previous agreements or understandings, written or oral, in effect between the parties relating thereto. If any part, term, or

provision of this Order shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Order, the validity of the remaining portion or portions shall not be affected thereby.

- (b) Any provision of this Order that imposes an obligation following the termination or expiration of this Order will survive the termination or expiration and will continue to be binding upon the parties to this Order.

39. HEADINGS NOT CONTROLLING

Headings used in this Order are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Order.

40. ELECTRONIC CONTRACTING

The parties agree that if this Order is transmitted electronically neither party shall contest the validity of this Order, or any acknowledgement thereof, on the basis that this Order or acknowledgement contains an electronic signature.

41. INSPECTION

- (a) All goods and services shall be subject to inspection and test at all reasonable times and places by Buyer or Buyer's customer before, during and after performance and delivery. Buyer may require Seller to repair, replace or reimburse the purchase price of rejected goods or Buyer may accept any goods and upon discovery of nonconformance, may reject or keep and rework any such goods not so conforming. Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or reinspection by Buyer shall be at Seller's expense. Buyer's acceptance of goods or services shall not be deemed to diminish Buyer's rights or be final or binding on Buyer if latent defects, fraud or misrepresentation on the part of Seller exists.
- (b) Seller will provide reasonable support and access to Buyer in the inspection and test of the goods and services without additional charge.
- (c) Neither Buyer's inspection nor Buyer's failure to inspect shall relieve Seller of any responsibility to perform according to the terms of this Order. Notwithstanding any other provision of the Order, the risk of loss of, or damage to, nonconforming goods remains with Seller until acceptance or cure.

42. CYBER-INCIDENT SAFEGUARDING AND REPORTING

To the extent the obligations of the parties hereunder require the handling or the access to information or a system owned, or operated by or for a Contractor where attributional/proprietary information and/or client information resides in, transits through and/or is processed; the same will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>). Seller will report Cyber Incidents to Buyer within 48 hours of discovery. "Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein. Such incidents include system compromise such as penetrations of networks and information systems and/or unauthorized data breaches. Supplier shall conduct a review for evidence of compromise of covered information, including, but not limited to, identifying compromised computers, servers, specific data and user accounts. This review shall also include analyzing covered supplier information system(s) that were part of the cyber incident, as well as other information systems on the Supplier's network(s), that may have been accessed as a result of the incident in order to identify compromised covered information, or that affect the Supplier's ability to provide support.

43. CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) PROGRAM

Buyer supports the U.S. Customs and Border Protection (CBP) in the C-TPAT program. This program is designed to protect the supply chain from the introduction of terrorist contraband (weapons, explosives, biological, nuclear or chemical agents, etc.) in shipments to Buyer originating from off-shore of the U.S., or in drop shipments to Seller's sub-tier suppliers, Buyer's customers or other subcontractors originating from off-shore of the U.S. Seller shipments through U.S. importers, from manufacturers in foreign countries, and brokers/freight forwarders/carriers must be with transportation companies that are C-TPAT validated by the U.S. Customs Service. In addition, Seller agrees to take such reasonable measures as may be required by Buyer to ensure the physical integrity and security of all shipments under this Order against the unauthorized introduction of harmful or dangerous materials, drugs, contraband, weapons or weapons of mass destruction or introduction of unauthorized personnel in transportation conveyances



or containers. Such measures may include, but are not limited to, physical security of manufacturing, packing and shipping areas, restrictions on access of unauthorized personnel to such areas; personnel screening to the maximum limits of law or regulations in Seller's or manufacturer's country; and development, implementation and maintenance of procedures to protect the security and integrity of all shipments. Information about C-TPAT can be found at www.cbp.gov.

44. CONFLICT MINERALS

- Seller shall use commercially reasonable efforts to:
- a. identify whether Work contains tin, tantalum, gold or tungsten;
 - b. determine whether any such minerals originated in covered countries, as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"); and
 - c. perform appropriate due diligence on its supply chain in support of Buyer's obligations under the Act.

If requested, Seller will promptly provide information or representations that Buyer reasonably believes are required to meet Buyer's conflict minerals compliance obligations.

45. CONFLICT OF INTEREST

- (a) Seller acknowledges that FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, governs Work performed under this Contract.
- (b) Seller represents and warrants that there are no actual, potential, or perceived conflicts of interest associated with its Work for Buyer; that it will comply with all Buyer policies and procedures related to Work with current United States Government employees; and that it is not prohibited by law or regulation from receiving compensation from Seller for delivering and/or performing Work under this Order. Should any actual, potential, or perceived conflict of interest arise in connection with this Order, Seller shall notify Buyer immediately, but in no event later than one (1) calendar day after becoming aware of such conflict of interest.
- (c) Buyer, at its sole discretion and on a case-by-case basis, will determine whether a conflict of interest exists or is likely to arise. If Buyer determines that an actual, potential or perceived conflict of

interest exists, it may impose on Seller appropriate constraints to neutralize or mitigate that conflict of interest, up to and including, termination of this Order.

- (d) The term Seller as used in this article shall mean: (1) the organization entering into this agreement with Buyer; (2) all business organizations with which Seller may merge, join, or affiliate, now or in the future and in any manner whatsoever, or which hold or may obtain, by purchase, merger, or otherwise, direct or indirect control of Seller; (3) Seller's parent organization, if any, and any of its present or future subsidiaries, associates, affiliates, or holding companies, and (4) any organization or enterprise over which Seller has direct or indirect control, now or in the future.
- (e) In connection with a particular constraint, Seller may submit a proposal to Buyer for the purpose of indicating potential measures to avoid or mitigate a conflict. Buyer, at its sole discretion, may accept or reject Seller's proposal.

46. ASSURANCES

Seller understands and agrees that, as partial consideration under this Order, it is obligated to provide certain assurances of its ability to continue its business and perform in the event of a disaster. To that end, Seller agrees to establish and/or maintain a Business Continuity Disaster Recovery Plan (BCDR) which shall remain in effect at least during the term of this Order. Such plan shall be provided to Buyer upon request, and shall, at a minimum, provide a reasonable and realistic plan of action on how Seller will remain capable of performing, transfer performance temporarily to another provider, or recover operations within a very short period of time (within days) after a disaster. If Buyer disapproves of Seller's BCDR, Seller shall make such changes to meet the requirement of this clause.

47. RETENTIONS

In addition to any other rights Buyer has, Buyer may, at its sole option, withhold payment of up to ten percent (10%) of the total value of this Order or individual invoices until Seller provides all required objective quality evidence, submits required data items and satisfactorily fulfills all other reporting and documentation requirements.

PART III – FAR AND DFARS PROVISIONS

Solely with respect to this Section in all such clauses, unless the context of the clause requires otherwise, the term "Contractor" shall mean "Subcontractor" the term "Contract" shall mean this "Subcontract," and the terms "Government," "Contracting Officer" and equivalent phrases shall mean "Prime Contractor" and "Prime Contractor Subcontract Administrator", respectively. The term "COTR" or "COR" shall mean the Prime Contractor's Technical Representative. It is intended that the referenced clauses shall apply to Subcontractor in such manner as is necessary to reflect the position of Subcontractor as a Subcontractor to the Prime Contractor, to insure Subcontractor's obligations to the Prime Contractor and to the United States Government, and to enable Prime Contractor to meet its obligations under its Prime Contract and applies to the FAR Clauses listed below.

Compliance with laws unique to Government contracts. The Subcontractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

Other compliances. The Subcontractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract. Pursuant to FAR 52.244-6(c)(2) the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations. **NOTE:** If lower tier subcontractors are used to perform work under this subcontract, they will be subject to all clauses in this subcontract.

Unless exempt, the Contractor and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. If applicable, the Contractor and Subcontractor shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.

Unless exempt, the Contractor and Subcontractor shall abide by the requirements of the applicable FAR and DFARS clauses listed below.

Seller shall, at the request of Buyer, accept amendments to this Order to incorporate additional clauses and provisions herein or to change clauses and provisions hereof, as Buyer may reasonably deem necessary in order to comply with the clauses and provisions of the applicable Prime Contract or with the clauses and provisions of amendments to such Prime Contract. If any such amendment to this Order causes an increase or decrease in the price of, or the time required for, performance of any part of the Work under this Order, an equitable adjustment shall be made pursuant to the "Changes" clause of this Order.



FAR CLAUSE NUMBER	TITLE
52.202-1	DEFINITIONS
52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
52.203-3	GRATUITIES
52.203-5	COVENANT AGAINST CONTINGENT FEES
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS
52.204-2	SECURITY REQUIREMENTS
52.204-7	SYSTEM FOR AWARD MANAGEMENT
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
52.209-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
52.211-5	MATERIAL REQUIREMENTS
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS
52.214-27	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS
52.216-5	PRICE REDETERMINATION - PROSPECTIVE
52.216-6	PRICE REDETERMINATION - RETROACTIVE
52.216-16	INCENTIVE PRICE REVISION - FIRM TARGET
52.216-17	INCENTIVE PRICE REVISION - SUCCESSIVE TARGETS
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	LIMITATIONS ON SUBCONTRACTING
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000
52.222-21	PROHIBITION OF SEGREGATED FACILITIES
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
52.222-25	AFFIRMATIVE ACTION COMPLIANCE
52.222-26	EQUAL OPPORTUNITY
52.222-35	EQUAL OPPORTUNITY FOR SPECIALDISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
52.222-50	COMBATING TRAFFICKING IN PERSONS
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658
52.222-99	ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
52.223-6	DRUG-FREE WORKPLACE
52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
52.225-1	BUY AMERICAN - SUPPLIES
52.225-5	TRADE AGREEMENTS
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.225-18	PLACE OF MANUFACTURE
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN - REPRESENTATION AND CERTIFICATIONS
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	INTEREST
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (only applies when US Govt. grants accelerated payments to Prime Contractor)
52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III, DEFENSE PRODUCTION ACT
52.236-13	ACCIDENT PREVENTION
52.242-13	BANKRUPTCY
52.242-15	STOP-WORK ORDER
52.243-1	CHANGES - FIXED-PRICE
52.243-7	NOTIFICATION OF CHANGES



52.244-2	SUBCONTRACTS
52.244-5	COMPETITION IN SUBCONTRACTING
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	GOVERNMENT PROPERTY
52.245-9	USE AND CHARGES
52.246-2	INSPECTION OF SUPPLIES—FIXED-PRICE
52.246-16	RESPONSIBILITY FOR SUPPLIES
52.247-63	PREFERENCE FOR US FLAG AIR CARRIERS
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
	The following FAR clauses apply if the Order equals or exceeds \$5000
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION
	The following FAR clauses apply if the Order equals or exceeds \$10000
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT.
	The following FAR clauses apply if the Order equals or exceeds \$35000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	The following FAR clauses apply if the Order equals or exceeds \$100000
52.222-37	EMPLOYMENT REPORTS ON VETERANS
	The following FAR clauses apply if the Order equals or exceeds \$150000
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	ANTI-KICKBACK PROCEDURES (paragraph (c) (1) is not applicable)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
52.215-2	AUDIT AND RECORDS - NEGOTIATION
52.215-14	INTEGRITY OF UNIT PRICES
52.222-37	EMPLOYMENT REPORTS ON VETERANS
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION
52.227-1	AUTHORIZATION AND CONSENT
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-3	FEDERAL, STATE, AND LOCAL TAXES
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)
	The following FAR clauses apply if the Order equals or exceeds \$500000
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN
52.222-57	REPRESENTATION REGARDING COMPLIANCE WITH LABOR LAWS (EXECUTIVE ORDER 13673)
52.222-58	SUBCONTRACTOR RESPONSIBILITY MATTERS REGARDING COMPLIANCE WITH LABOR LAWS (EXECUTIVE ORDER 13673)
52.222-59	COMPLIANCE WITH LABOR LAWS (EXECUTIVE ORDER 13673)
52.222-60	PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 13673)
DFARS CLAUSE NUMBER	TITLE
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL
252.204-7000	DISCLOSURE OF INFORMATION
252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT
252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS
252.204-7009	LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT
252.204-7999	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR FELONY CONVICTION UNDER ANY FEDERAL LAW
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM
252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION
252.222-7000	RESTRICTIONS ON EMPLOYMENT OF PERSONNEL
252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS



252.222-7007	REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS
252.223-7001	HAZARD WARNING LABELS
252.223-7004	DRUG-FREE WORK FORCE
252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES
252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS
252.225-7010	COMMERCIAL DERIVATIVE MILITARY ARTICLE - SPECIALTY METALS COMPLIANCE CERTIFICATE
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
252.225-7013	DUTY-FREE ENTRY
252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS
252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS
252.225-7036	BUY AMERICAN - FREE TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM
252.225-7048	EXPORT-CONTROLLED ITEMS
252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION
252.227-7015	TECHNICAL DATA - COMMERCIAL ITEMS
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION
252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS—COMPUTER SOFTWARE
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS
252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
252.236-7013	REQUIREMENT FOR COMPETITION OPPORTUNITY FOR AMERICAN STEEL PRODUCERS, FABRICATORS, AND MANUFACTURERS
252.239-7018	SUPPLY CHAIN RISK
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS
252.246-7001	WARRANTY OF DATA
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES
252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEMS
252.246-7008	SOURCES OF ELECTRONIC PARTS
252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA
	The following DFARS clauses apply if the Order equals or exceeds \$150000
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES
252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT
252.225-7050	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM
252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA
252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION
	The following DFARS clauses apply if the Order equals or exceeds \$500000
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS