

## **Purchasing Terms & Conditions**

### **General Contract Terms and Conditions**

#### **1) Definitions**

**Buyer:** Systima Technologies Inc. Procurement entity.

**Seller (AKA Supplier, Subcontractor):** The legal entity that is the contracting party with the Buyer with respect to the procurement document.

**Procurement Document:** The Purchase Order or subcontract between the parties.

**Item:** The product or service contracted for by the procurement document.

#### **2) Assignment, Delegation and Subcontract**

- a. No assignment of any rights, including right to moneys due or to become due hereunder, or any delegation of duties, obligations or liabilities under this order shall be binding upon Buyer until Buyer's written consent has been obtained. No goods to be delivered under this order shall be procured by Seller from a third party in complete or substantially completed form without Buyer's prior written consent. This does not include raw material (i.e. – bar stock, plate stock, etc.).
- b. Should Seller sub-contract any work on this purchase order, Sellers system shall assure that the applicable purchase order flow down of quality and technical requirements and sub-contractors capability to produce items and adequate methods of assuring compliance. Seller's suppliers shall be required to flow down and verify requirements of supplies/services they sub-contract.

#### **3) Changes**

- a. Changes in the PO requirements, quality clauses, terms and conditions of this contract may be made only by written agreement of the parties.

#### **4) Disputes**

- a. This contract is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613). Failure of the parties of this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Seller shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

#### **5) Excusable Delays**

- a. The Seller shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Seller and without its fault or negligence such as: acts of God or the public enemy, acts of Systima in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, terrorist activities, unusually severe weather, and delays of common carriers. The Seller shall notify the Buyer in writing as soon as it is reasonably possible after the commencement of any excusable delay, detailing the justification, and shall remedy such occurrence with all reasonable speed, and shall promptly give written notice to the Buyer of the termination of such occurrence.

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## **6) Invoice**

- a. The Seller shall submit an original invoice (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. And invoice must include:
  - i. Name and address of the Seller;
  - ii. Invoice date;
  - iii. Contract number, contract line item number and, if applicable, the order number;
  - iv. Description, quantity, unit of measure, unit price, and extended price of the items delivered;
  - v. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - vi. Terms of any prompt payment discount offered;
  - vii. Name and address of official to whom payment is to be sent; and
  - viii. Name, title, and phone number of person to be notified in event of incorrect invoice.

## **7) Patent Indemnity**

- a. The Seller shall indemnify Systima and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of performance of this contract, provided the Seller is reasonably notified of such claims and proceedings.

## **8) Payment**

- a. Payment shall be made for items accepted by Systima that have been delivered to the delivery destinations set forth in this contract. Systima shall make payments under this contract by check or electronic funds transfer at the option of Systima. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an electronic funds transfer was made.

## **9) Risk of Loss**

- a. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Seller, only passing to Systima upon:
  - i. Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - ii. Delivery of the supplies to Systima at the destination specified in the contract, if transportation is f.o.b. destination.

## **10) Taxes**

- a. The contract price includes all applicable Federal, State, and local taxes and duties.

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## **11) Termination of Contract**

### **a. Termination for Systima's Convenience**

- i. Systima reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such a termination, the Seller shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Seller shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Seller can demonstrate to the satisfaction of Systima using its standard record keeping system, have resulted from the termination. The Seller shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

### **b. Termination for Cause**

- i. Systima may terminate this contract, or any part hereof, for cause in the event of any default by the Seller, or if the Seller fails to comply with any contract terms and conditions, or fails to provide Systima, upon request, with adequate assurances of future performance. In the event of termination for cause, Systima shall not be liable to the Seller for any amount for supplies or services not accepted, and the Seller shall be liable to Systima for any and all rights and remedies provided by law. If it is determined that Systima improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

## **12) Title**

- a. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Systima upon acceptance, regardless of when or where Systima takes physical possession.
- b. All work performed or created by contractor pursuant to this Purchase Order shall be "work for hire" and owned in its entirety by Systima.

## **13) Warranty**

- a. The Seller warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

## **14) Limitation of Liability**

- a. Except as otherwise provided by and express or implied warranty, the Seller shall not be liable to Systima for consequential damages resulting from any defect or deficiencies in accepted items. The Buyer shall indemnify and hold harmless Seller and its officers, directors, agents, subsidiaries, and employees from any liabilities, losses, and damages including costs, expenses, and damages incurred by Seller in defending or assisting the Buyer in its defense against any and all claims for damages, including, without limitation, any such claims for damage, destruction, loss, or loss of use of property or for any bodily injury or death caused by or arising out of use, transportation, handling, testing, or storage of articles delivered under the contract after final inspection and acceptance.

## **15) Supplier Code of Conduct**

- a. The Seller shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract. We expect our suppliers to comply with applicable safety and health laws, regulations, policies, and procedures. Suppliers should provide for the health, safety, and welfare of their people, visitors, and others who may be affected by their activities

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- b. The Seller shall have a system in place that **prohibits the sale of counterfeit materials** and a mitigation policy where the source of materials is always maintained and disclosed should there ever be a legal or counterfeit issue. See PC-1004 for more info defining those controls.
- c. Any product which contains conflict minerals (tin, tantalum, gold and tungsten) that originate from the Democratic Republic of the Congo (DRC) or adjoining countries shall be reported per the Dodd-Frank Wall Street Reform and Consumer Protection Act, HR 4173 Section 1502.
- d. We expect our suppliers to provide equal employment opportunity to employees and applicants for employment without regard to race, ethnicity, religion, color, sex, national origin, age, military veteran status, ancestry, sexual orientation, gender identity or expression, marital status, family structure, genetic information, or mental or physical disability, so long as the essential functions of the job can be performed with or without reasonable accommodation.
- e. We expect our suppliers to operate in a manner that actively manages risk, conserves natural resources, and protects the environment. We expect our suppliers to apply environmental management system principles in order to establish a systematic approach to the management of risks/hazards and opportunities associated with the environment, including potential risk from regulatory non-compliance, reputational loss, and opportunities for business growth through operational and product stewardship.
- f. We expect our suppliers to ensure that employees may perform their work in an environment free from physical, psychological and verbal harassment, or other abusive conduct.
- g. We expect our suppliers to maintain a workplace free from illegal drugs.
- h. We expect our suppliers to ensure that employees are aware of their quality policy, relevant quality objectives, contribution to effectiveness of quality system, implications of not conforming with quality system, contribution to product conformity, product safety, and importance of ethical behavior.
- i. We have a zero-tolerance policy for corruption, and prohibit anyone conducting business on our behalf, including suppliers, from offering or making any improper payments of money or anything of value to government officials, political parties, candidates for public office, or other persons. This includes the offer and/or receipt of any bribe or kickback to and/or from any customer, supplier or others. Our policy specifically prohibits facilitating payments (payments made to expedite or secure performance of a routine governmental action like obtaining a visa or customs clearance), but allows personal safety payments where there is an imminent threat to health or safety. Our suppliers must comply with the anti-corruption laws that govern operations in the countries in which they do business, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.
- i. We compete on the merits of our products and services and do not use the exchange of business courtesies to gain an unfair competitive advantage. We expect the same of our suppliers in the offering or receipt of any gift or business courtesy, including cash and cash equivalents. In particular, note that our employees who are in any way involved in procurement decisions are subject to even more strict limitations, and may not accept any business courtesies, with the exception of very low value promotional items. In any business relationship, our suppliers must ensure that the offering or receipt of any gift or business courtesy is permitted by law and regulation; does not violate the rules and standards of the recipient's organization; is consistent with reasonable marketplace customs; and will not adversely impact the reputation of Systima Technologies.
- j. Our suppliers should take proper care to protect all sensitive information, including confidential, proprietary, and personal information. Information should not be used for any purposes beyond the scope of the business arrangement with our company, without prior authorization.

- k. We expect our suppliers to not engage in the use of forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery, or trafficking of persons. This includes transporting, harboring, recruiting, transferring, or receiving vulnerable persons by means of threat, force, coercion, abduction, or fraud for the purpose of exploitation.
- l. We expect our suppliers to ensure that child labor is not used in the performance of work. The term “child” refers to any person under the minimum legal age for employment where the work is performed.

## **16) Order of precedence**

- a. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
  - i. Typed provisions set forth on this order
  - ii. Buyers purchase order attachments
  - iii. These purchase order terms and conditions
  - iv. Statement of Work (SOW)
  - v. Documents/Data attached

**Note: Use of documents sent to supplier for quoting purposes is strictly forbidden. Supplier shall demand new documents at time of PO release if they have not been supplied. Supplier shall review PO/contract to ensure revisions match the document.**

## **17) Confidentiality**

- a. It is understood that the information developed by or communicated to the Seller in the performance of the Services is of a highly confidential nature. Seller agrees that, without the prior written approval of Systima, Seller will not, either during or after the term of this Agreement, use any such information except to perform contract duties under this Agreement or disclose such information in any manner to third parties except to person, including employees of Systima or affiliated companies, who may be designated by Systima. This restriction does not apply to information that is in the public domain.

## **18) Supplier Requirements**

Seller agrees to maintain strict controls to assure that, after the item(s) successfully pass the qualification, no changes will be made to any design, material, part, process, procedure, critical personnel, tooling, or test equipment without prior written approval of the Buyer. The definition of change does not include the following: editorial or administrative changes such as spelling or typographical errors, clarifications, maintenance, or equipment changes not affecting the qualified product. In addition, the items shall not be produced at a facility other than the Seller's original facility which produced the acceptable items, without prior written approval of the Buyer. Upon receipt of such notice from the Seller, the Buyer shall have the right to direct the Seller to repeat all or part of the qualification at Seller's expense and to obtain from the Seller all data necessary to prove the acceptability of the proposed change.

Notwithstanding the above provisions, Seller agrees that the items to be supplied hereunder will conform to all applicable procurement specifications and drawings, as amended.

## **19) Left Intentionally Blank**

## **20) Conformance Certification**

The Seller shall provide certification with each shipment that all quality, configuration conformance, and other applicable requirements have been met in accordance with the specification(s) stated in the item description/part number appearing on this Purchase Order. The certification must be signed (or duly authenticated via approved alternate means)

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by the corporate officer with management responsibility for the production of the product, or other designated responsible individual. At a minimum, the following information shall be included in the conformance certification:

- Purchase Order Number (Systima PO number)
- Purchase Part Number (as shown on the PO)
- Manufacturer's P/N, if different from above
- The Revision level that the product was made to
- The serial numbers delivered, if applicable.
- Mfg lot#
- OEM/OCM (NOT distributor)
- Authorized company representative signature per the above

Furthermore, the supplier's Certification of Conformance represents that the shipment does not contain any 'suspect' or 'known' Counterfeit Part, Material, or Work and ensures that parts, material or work are procured only through Original Equipment Manufacturers (OEMs)/Original Component Manufacturers (OCMs) or their Franchised Distributors or Authorized Supplier. Any use of other than an Authorized Supplier requires Systima's written approval prior to procurement and use, which shall be contained within the deliverable data package. The supplier shall verify the procurement source and associated certifying documentation. Supplier's receiving inspection process shall utilize incoming inspection or test methods, or both, to detect potential counterfeit parts, material or work. The supplier shall flow this clause in its entirety or equivalent down to all lower tier subcontracts to prevent the inadvertent use of Counterfeit Parts, Material or Work. When an Authorized Supplier is not utilized by the supplier's lower tier, the supplier shall provide a copy of the risk assessment and their written approval within the deliverable data package.

## 21) Flow Down of Federal and Defense Clauses

- a. See Addendum A for a full list of DFAR clauses that apply to this contract.
- b. Reference FAR Matrix 52.301 to determine which FAR's apply to this contract, i.e. commercial items, fixed price supply, engineering services, etc. <https://www.acquisition.gov/far-smart-matrix>
- c. Supplier must meet the requirements of all required and applicable clauses in the normal operation of their business.

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## Addendum A

### PROVISIONS OF THE FEDERAL ACQUISITION REGULATION (FAR) INCORPORATED BY REFERENCE

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (Applies if this Contract exceeds \$150,000.)

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) (Applies if this Contract exceeds \$150,000.)

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010) (Applies if this Contract exceeds 5,000,000 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007) (Applies if this Contract exceeds 5,000,000.)

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) (Applies if this Contract exceeds \$150,000.)

FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996) (Applies if the Work requires access to classified information.)

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) (Applies where SELLER will have physical access to a federally-controlled facility or access to a Federal information system.)

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013) (Subparagraph (d)(2) does not apply. If SELLER meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, SELLER shall report required executive compensation by posting the information to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public.)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013) (Applies if this Contract exceeds \$30,000.)

FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

FAR 52.215-2 AUDIT AND RECORDS-NEGOTIATION (OCT 2010) (Applies if this Contract exceeds \$150,000 and if: (1) SELLER is required to furnish cost or pricing data, or (2) the Contract requires SELLER to furnish cost, funding, or performance reports, or (3) this is an incentive or redeterminable type contract. Note 3 applies. Alternate II applies if SELLER is an educational or non-profit institution.)

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011) (Applies if submission of certified cost or pricing data is required.)

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (AUG 2011) (Applies if submission of certified cost or pricing data is required for modifications.)

FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 2010) (Applies if this Contract exceeds \$700,000 and is not otherwise exempt under FAR 15.403.)

FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 2010) (Applies if this Contract exceeds \$700,000 and is not otherwise exempt under FAR 15.403.)

FAR 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010) (Applies if this Contract exceeds \$150,000. Delete paragraph (b) of the clause.)

FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) (Applies if this Contract meets the applicability requirements of FAR 15.408(g).)

FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003) (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER proposed facilities capital cost of money in its offer.)

FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) (Applies only if this Contract is subject to the Cost

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Principles at FAR Subpart 31.2 and SELLER did not propose facilities capital cost of money in its offer.)

FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) (Applicable if this Contract meets the applicability requirements of FAR 15.408(j).)

FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (Applies if this Contract meets the applicability requirements of FAR 15.408(k).)

FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010) (Note 2 applies in paragraph (a)(1).)

FAR 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 2010) (Note 2 applies in paragraphs (a)(1) and (b).)

FAR 52.215-23 LIMITATION ON PASS-THROUGH CHARGES (OCT 2009) Applies if this is a cost-reimbursement subcontract in excess of \$150,000, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed \$700,000.

Notes 4 and 6 apply.)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013) (Note 8 applies.)

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013) (Applies if this Contract exceeds \$650,000 except the clause does not apply if SELLER is a small business concern. Note 2 is applicable to paragraph (c) only. SELLER's subcontracting plan is incorporated herein by reference. Note 8 applies.)

FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 2005) (Applies if the Contract may require or involve the employment of laborers and mechanics. Note 8 applies.)

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010) (Applies if this Contract is for \$100,000 or more.)

FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010) (Applies if this Contract is for \$100,000 or more.)

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

AR 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007) (Applies if this Contract is for services subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (Applies to Work containing covered radioactive material)

FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) (Applies if this Contract exceeds \$3,000.)

FAR 52.225-1 BUY AMERICAN ACT -- SUPPLIES (FEB 2009) (Applies if the Work contains other than domestic components.)

FAR 52.225-5 TRADE AGREEMENTS (NOV 2013) (Applies if the Work contains other than U.S. made or designated country end products as specified in the clause.)

FAR 52.225-8 DUTY FREE ENTRY (OCT 2010) (Applies if Work will be imported into the Customs Territory of the United States.)

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Applies if this Contract exceeds \$150,000.)

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FAR 52.227-9 REFUND OF ROYALTIES (APR 1984) (Applies when reported royalty exceeds \$250.)

FAR 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007)

FAR 52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (DEC 2007) (Applies if this Contract includes, at any tier, experimental, developmental, or research Work and SELLER is a small business concern or domestic nonprofit organization.)

FAR 52.227-13 PATENT RIGHTS - OWNERSHIP BY THE GOVERNMENT (DEC 2007) (Applies if this Contract is for experimental, developmental or research work and SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.)

FAR 52.227-14 RIGHTS IN DATA - GENERAL (DEC 2007) (Does not apply if DFARS 252.227-7013 applies).

FAR 52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (Applies if this Contract involves Work on a Government installation. Note 2 applies.)

FAR 52.230-2 COST ACCOUNTING STANDARDS (MAY 2012) (Applies only when referenced in this Contract that full CAS coverage applies.)

FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2012) (Applies only when referenced in this Contract that modified CAS coverage applies.)

FAR 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS (MAY 2012) (Applies only when referenced in this Contract, modified CAS coverage applies.)

FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010) (Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (Applies if SELLER is a small business concern.)

FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)

FAR 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984) (Applies if Work is performed on a Government installation.)

FAR 52.242-13 BANKRUPTCY (JUL 1995)

FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

FAR 52.243-1 CHANGES - FIXED PRICE (AUG 1987)

FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)

FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012) (ALT I) (APR 2012)

FAR 52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)

FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)

FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)

FAR 52.248-1 VALUE ENGINEERING (OCT 2010) (Applies if this Contract exceeds \$150,000.)

FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

FAR 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS (SEP 1996)

FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

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PROVISIONS OF THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT  
(DFARS) INCORPORATED BY REFERENCE

DFARS 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (JAN 2009)

DFARS 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2008)

DFARS 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)

DFARS 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (DEC 2012)

DFARS 252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

DFARS 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)

DFARS 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)

DFARS 252.211-7000 ACQUISITION STREAMLINING (OCT 2010)

DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

DFARS 252.215-7000 PRICING ADJUSTMENTS (DEC 2012)

DFARS 252.216-7009 ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH A WHISTLEBLOWER PROCEEDING (SEP 2013) (Does not apply to fixed price contracts)

DFARS 252.222-7006 RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

DFARS 252.223-7001 HAZARD WARNING LABELS (DEC 1991)

DFARS 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994) (Applies only if the articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants.)

DFARS 252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991) (Applies if DFARS 252.223- 7002 applies to this Contract. Notes 2 and 4 apply.)

DFARS 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999) (Applies if this Contract is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to SELLER as Government Furnished Property.)

DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)

DFARS 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2012) (Applies if the Work contains other than domestic components.)

DFARS 252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (OCT 2010) (Applies if this Contract exceeds \$650,000)

DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006)(Applies if SELLER is supplying items on the U.S. Munitions list.)

DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JUN 2013) (Applies if the Work to be furnished contains specialty metals.)

DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)

DFARS 252.225-7013 DUTY-FREE ENTRY (OCT 2013)

DFARS 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011)

DFARS 252.225-7021 TRADE AGREEMENTS (OCT 2013)

DFARS 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003)

DFARS 252.225-7043 ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

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DFARS 252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)  
DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)  
DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (JUN 2013)  
DFARS 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAY 2013)  
DFARS 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)  
DFARS 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP 2011)  
DFARS 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)  
DFARS 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)  
DFARS 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)  
DFARS 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)  
DFARS 252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000)  
DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013)  
DFARS 252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012)  
DFARS 252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991)  
DFARS 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)  
DFARS 252.235-7003 FREQUENCY AUTHORIZATION (DEC 1991)  
DFARS 252.239-7018 SUPPLY CHAIN RISK (NOV 2013)  
DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)  
DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)  
DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)  
DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (JUN 2013)  
DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)  
DFARS 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (OCT 2010)

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Revision History			
Revision	Date	Author	Change
F	4/6/11	Peter Hayden	Added paragraphs f –i in section 19.
8/15/11		Jasmine Cordell/ Peter Hayden	Added flow down of requirements to the supply chain including Systema requirements see 19 f.  NC material reporting and approval. See 4. b. 3.
11/30/11		Peter Hayden	Added 16 b. for counterfeit materials control.
8/14/12		Peter Hayden	Added Sec. 20 and addendum A for FAR and DFAR flow down.
4/09/13		Tom Prenzlów	Added Indemnity to the Liability Clause 15
9/05/13		Tom Prenzlów	Added 13b.
9/30/13		Peter Hayden	Added reference to PC-1004 in section 16 b. Also, bolded paragraph sections. Bolded the note following section 17.
3/11/15		Peter Hayden	Added section 16c, Conflict minerals. Added 21e, link to final rule.
11/19/15		Peter Hayden	Removed the FAR clauses from Addendum A. Inserted section 21 b to reference FAR matrix 52.301 and direct suppliers to that link to read full text of required and applicable FAR clauses
03/09/16		Taylor Banks	Added DFAR 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015) to Addendum A
9/28/16		Peter Hayden	Added section 3b for flow down of requirements
7/25/18		Peter Hayden	Added Code of Conduct to replace FAR's and DFAR's. Removed reference to FAR's and DFAR's. Removed quality type requirements that would be in new quality clause document.
8/28/18		Peter Hayden	Returned sections 19 and 20 after they were removed prematurely at previous revision. New quality clause document still not released.
8/5/19		Peter Hayden	Returned section 21.
8/12/2020		Jacob Gresh	Added DFARS 252.225-7052 Restriction on the Acquisition of Certain Magnets and Tungsten (Rare Earth Materials)
3/16/2022		Prabat Limbu	Added awareness for section 15.
03/07/2023		Prabat Limbu	Update logo.
12/13/2024		Neil Wheeler	Removed broken Section 21 b broken hyperlink to DFARs applicability page. Updated applicable DFARs. Added FARs.
8/20/2025		Neil Wheeler	Revised section 20 to include requirements of QTC6 Counterfeit Part, Material, and Work Avoidance and Certification.

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