



DESAPRO INC
PURCHASE ORDER GENERAL TERMS AND CONDITIONS

This document, together with the attachments appended hereto constitutes the Terms and Conditions for the Purchase Order ("PO") between the parties, and acceptance is strictly limited to the terms and conditions contained herein. Additional or differing terms, conditions or limitations of liability proposed by Supplier, whether in a quote, acceptance or delivery document shall have no effect unless accepted in writing by Buyer. In particular, any limitation of liability or disclaimer of warranty is expressly rejected. Agreement by Supplier to furnish the goods or services to these terms and conditions, or Supplier's commencement of such performance or the performance by Supplier of work or services which are required under the PO (the "Services") or of shipment or delivery of goods, materials or items ordered under the PO (individually and collectively, the "Goods") or acceptance of payment shall constitute acceptance by Supplier of these Terms and Conditions.

1. **STANDARDS OF BUSINESS ETHICS AND CONDUCT.** Buyer will conduct its business fairly, impartially, and in an ethical and proper manner. Supplier shall conduct its business fairly, impartially, and in an ethical and proper manner and in doing so Supplier will adhere to Buyer's published Code of Conduct, which is available at www.desapro.com if available Supplier's version which is consistent with the terms of Suppliers' Code of Conduct. Supplier shall not engage in any personal, business or investment activity that may be defined as a conflict of interest, whether real or perceived. If Supplier has cause to believe that Buyer or any employee or agent of Buyer has behaved improperly or unethically under this contract, Supplier is encouraged to exert reasonable effort to report such behavior when warranted.

2. **PRICE.** This is a firm price order. Unless otherwise expressly specified, the prices are stated in U.S. dollars. Buyer shall not be bound to any prices or delivery to which it has not specifically agreed to in writing.

3. **TERMS OF PAYMENT.** Invoices shall be dated no earlier than date of shipment or delivery of service. The discount period begins upon receipt of invoice, required delivery date, or date of any applicable discrepancy is resolved, whichever date is later. Buyer's payment of an invoice shall not constitute acceptance of the Goods and/or Services and shall be subject to appropriate adjustment for Supplier's failure to meet the requirements of this Purchase Order.

Please remit all invoices to: AccountsPayable@Desapro.com

4. **ATTACHMENTS.** Documents designated by Buyer in the body of the Purchase Order, including supplemental terms and conditions, if any, are incorporated by reference the same as if set out in full therein.

5. **CHANGES.** The buyer reserves the right at any time to issue a written change order or amendment to the Purchase Order concerning any of the following: (a) specifications, drawings, and data incorporated in the Purchase Order where the item to be furnished are to be specially manufactured for the Buyer; (b) quantity; (c) methods of shipment or packaging, (d) place of delivery, (e) time of delivery; or (f) any other matters affecting the Purchase Order.

6. **TERMINATION.** Buyer may terminate the Purchase Order for its convenience, in whole or in part, at any time prior to shipment by (written or electronic) notice to Supplier. Upon receipt of such termination notice, Supplier shall promptly comply with the directions contained in such notice and shall, as required, (a) take action necessary to terminate the work as provided in the notice, minimizing cost and liabilities for the terminated work, and (b) continue the performance of any part of the work not terminated by Buyer.

7. **ASSIGNMENT.** Supplier may not assign, transfer or subcontract this Purchase Order or any right or obligation hereunder without Buyer's written consent.

8. **EXCUSABLE DELAY.** Fires, floods, strikes, accidents, shortages, or other causes beyond the reasonable control of the parties, which prevent Supplier from delivering, or Buyer from receiving, any of

the goods and services covered by this Purchase Order, shall suspend deliveries until the cause is removed, subject, however, to Buyer's right of termination for convenience under Paragraph 6.

9. **PACKAGING, PACKING LIST, AND BILL OF LADING.** Supplier shall be responsible for proper packaging, loading and tie-down to prevent damage during transportation. Supplier will list the PO and line item on the packing list. Buyer's weight and /or count will be accepted as final and conclusive on all shipments not accompanied by a packing list. Unless otherwise noted.

10. **INSPECTION.** All goods and services furnished hereunder will be subject to inspection and test by Buyer, it's customers, higher tier contractors, and (in the case of Goods and/or Services purchased for a U.S. Government contract or subcontract) the U.S. Government at all reasonable times and places, but not limited to the facilities of Supplier and the Supplier's subcontract and will be subject to Buyer's final inspection and approval within a reasonable time after delivery. Buyer may reject goods and services not in accordance with Buyer's instructions, specifications, drawings, data, or Supplier's warranty (expressed or implied), or for untimely delivery. Buyer may return rejected goods to Supplier at Supplier's expense and Buyer shall have no further obligation for such goods. Payment for any goods or services shall be deemed acceptance and in no event shall Buyer incur any liability for payment for rejected goods for service.

11. **CORRECTIVE ACTION.** Acceptance of this Purchase Order obligates the Supplier to perform, upon request, a corrective action investigation when discrepant material is received by Buyer, a written report shall be furnished, within a reasonable time period, which is specific and conclusive to prevent a reoccurrence of the discrepancy.

12. **WARRANTIES.** By accepting this Purchase Order, Supplier warrants that the goods and services furnished will be free from defects in materials and workmanship, merchantable and in full conformity with Buyer's specifications, drawings, and data and Supplier's descriptions, promises, or samples, and that such goods will be fit for the Buyer's intended use, provided Supplier has reason to know of such use, and that Supplier will convey good title to the goods, free and clear from all liens, claims, and encumbrances. Upon Buyer's request, Supplier shall furnish Buyer with a formal waiver or release of all liens by Buyer and/or Buyer's suppliers.

Supplier warrants that goods or services covered by this Purchase Order shall not infringe any patent, design, mast work, copyright or trademark, of any third party, either directly or contributory. Supplier agrees to indemnify Buyer and hold Buyer harmless from and against all liability, loss, damage and expense, including reasonable counsel fees and cost of litigation, resulting from any claim of infringement and ay litigation relating thereto. In the case where goods or a part thereof are held to constitute infringement and the use of the goods or a part thereof is enjoyed, Supplier shall, at the expense of Supplier, either (a) procure for the Buyer the rights to continue to using the goods, (b) replace the goods so that the goods become non-infringing, or (c) retake the goods and refund the purchase price and transportation and installation cost of the goods to Buyer. Such obligations shall survive acceptance of the goods or services and payment therefore by Buyer.

Where applicable, the Supplier warrants that the goods covered by this Purchase Order are in compliance with all laws, regulations, rules, and orders relating to the importation of goods into the United States, the exportation of goods out of the country of origin, the transit of goods through intermediate countries and the sale and use of foreign made goods in the United States. Supplier further warrants that it has obtained all permits, licenses, and certifications necessary for the goods to be exported out of the country of origin, imported in the United States, delivered to Buyer and used or sold within the United Stated.

13. **TITLE; RISK OF LOSS.** Title shall pass to Buyer upon Buyer's receipt of goods at destination. Risk of loss of all goods shall remain in Supplier until receipt by Buyer at destination, unless otherwise specified in this Purchase Order, except for loss occasioned by gross negligence or willful neglect of Buyer or its

customer. All goods shall be shipped UPS prepaid or suppliers' internal means of transport, insured for the Buyer's full price and F.O.B to the Buyer's main address or other address provided to the Supplier.

14. **CONFIDENTIALY; LIMITED USE.** Unless otherwise agreed by Buyer in writing, Supplier shall keep confidential and not disclose to any third party, any confidential and/or proprietary materials provided by Buyer to Supplier in connection with Supplier's performance of this Purchase Order or prepared by Supplier specifically for Buyer pursuant to this Purchase Order, including but not limited to any drawings, masters, software, specifications, raw materials, components, data, business information or plans, customer list or other customer information ("Confidential Information"). Supplier shall not make any copies of Confidential information except as specifically authorized by Buyer in writing. At the completion of this Purchase Order, or upon Buyer's request, Supplier shall promptly return to Buyer all Confidential Information not consumed in the performance of this Purchase Order, together with any copies in Supplier's possession. Supplier shall use Confidential Information solely for Suppliers performance of this Purchase Order for Buyer, and Supplier shall not, without Buyer's written consent, directly or indirectly use Confidential Information or information derived therefrom in performing services or providing goods for any other customer of Supplier, or any other person or entity.

15. **RESOLUTION OF CONFLICTS OR INCONSISTENCIES OCCURING IN THE ORDER.** It is Supplier's responsibility to comply with this Purchase Order and all referenced documents, and to clarify with Buyer any inconsistencies or conflicts in any parts of the Purchase Order or referenced documents. Should Supplier fail to contact Buyer to resolve conflicts or inconsistencies, Supplier will be solely responsible for errors resulting from said conflicts or inconsistencies. Where documents are referenced, the version in effect at the time of order placement shall apply.

16. **BUYER'S TERMS AND CONDITIONS APPLY.** Acknowledgment of the Purchase Order, shipment of any goods, or commencement of work pursuant to the Purchase Order shall be deemed an acceptance of these General Terms and Conditions. No modification of or release from this Purchase Order shall be binding unless agreed to in writing by the parties and specifically labeled as a modification or release. Unless specifically agreed to otherwise by Buyer and Supplier, these terms and conditions supersede any submitted by Supplier in any proposal or acknowledgment.

17. **EXTRA CHARGES.** No charges for extras or for cartage or boxing or storage will be allowed unless the same has been agreed upon in writing by Buyer. All goods must be forwarded in accordance with Buyer's shipping instructions, otherwise the difference in freight rate will be charged to Supplier.

18. **SUBSTITUTIONS.** No substitutions of materials or accessories may be made without written permission from Buyer.

19. **LAST BUY NOTICE.** The Buyer may in the future wish to, but makes no commitment to, acquire additional items, parts, subcomponents, and/or components like those to be/being acquired under this PO. The Supplier shall notify the Buyer in writing of any: (a) Items, parts, subcomponents, and/or components, and/or (b) electronics in equipment, assemblies, subassemblies, parts, components or items delivered or to be delivered under this PO, whether supplied by the Supplier or by the Supplier's lower-tier Subcontractor(s), that are or are expected to be going out of production or will no longer be commercially available. To the extent practicable, Supplier shall provide Buyer with a "last time buy" notice for such "end-of-life" items at least twelve (12) months prior to their anticipated date of discontinuance or unavailability. However, if twelve (12) months' notice is not reasonable given the circumstances, then Supplier shall provide Buyer with notice as soon as practicably possible. Supplier is to specifically identify those items by name or title, part number(s), function and location in the item delivered and the name & address of the supplier.

20. **WORK PERFORMED ON BUYER'S OR BUYER'S CUSTOMER'S PREMISES.** If Supplier's work under the Purchase Order involves operations buy Supplier on the premises of Buyer or one of Buyer's customers, Supplier shall take all necessary precautions and such additional precautions as Buyer or Buyer's customer may prescribe to prevent the occurrence of any injury to persons or property during the

progress of such work and, except to the extent that any such injury is due solely and directly to Buyer's or Buyer's customer's negligence, shall indemnify Buyer against all claims, liability, damage, or loss (including expenses and attorneys' fees) which may result in any way from any act or omission of the Supplier, or Supplier's agents, employees, or contractors; and shall maintain such public liability, property damage, and employer's liability and compensation insurance as will protect Buyer and Buyer's customer from said risk and from any claims under any applicable worker compensation and occupational disease acts.

21. **IDEMNIFICATION.** Supplier agrees to indemnify, defend, and hold Buyer harmless from and against all losses, damages, liability, actions, judgments, cost, and expenses (including, but not limited to, reasonable attorneys' fees and other expenses of litigation), suffered incurred, or asserted by or against Buyer (a) by reason of Supplier's breach of a warranty, (b) by reason of Supplier's breach of any term of the Purchase Order, or (c) by reason of personal injury, including death, or property damage sustained by a third party, resulting from or arising out of an act or omission of Supplier, or Supplier's agents employees, or contractors in fulfillment of this Purchase Order.

22. **CUMULATIVE REMEDIES; WAIVERS; SURVIVAL OF WARRANTIES.** The remedies herein reserved to Buyer shall be cumulative, and additional to any other or further remedies provided in law or equity. No waiver by Buyer of any term or condition of this Purchase Order shall be construed as permanent waiver of such term or condition or of any other term or condition. Supplier's warranties shall survive the completion or cancellation of this Purchase Order.

23. **GOVERNING LAW.** This Purchase Order shall be governed by the laws of the State of Florida, U.S.A., except for its provisions regarding principles of conflicts of laws, and except to the extent that federal communications law shall apply. Any court action arising under this order shall be venued in Brevard County, Florida, U.S.A., in either federal or state court, as is appropriate.

24. **"GOODS" AND "SERVICES".** The term "goods" as used herein means any and all materials, parts, products, machines, tooling, test equipment, technical data, computer software, computer software documentation, and other tangible items or documentary information furnished or required to be furnished by Supplier under this order. The term "services" means any and all technical assistance, support, maintenance, consultation, construction work, and other effort furnished or required to be furnished by Supplier under this order other than labor furnished in connection with the production of goods.

25. **COUNTERFEIT PARTS.** Only new and authentic materials are to be used in products delivered to DESAPRO INC. No counterfeit or suspected counterfeit parts are to be contained within the delivered product. Parts shall be purchased directly from the OCMS/OEMS, or through the OCMS/OEMS franchised distributor. Documentation must be available that authenticates traceability to the applicable OCM/OEM. If suspect/counterfeit parts are furnished under Buyer's purchase order or any other written agreement between the Buyer and Supplier, and found in any of the goods delivered hereunder, such items will be impounded by Buyer. The Supplier shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer and Supplier shall be liable for all costs relating to the removal and replacement of said parts. Buyer reserves all contractual rights and remedies to address grievances and detrimental impacts caused by suspect/counterfeit parts.

26. **CONFLICT MINERALS.** In accordance with Section 1502 of the Dodd-Frank Wall Street Reform Act, Supplier agrees to provide "conflict free" minerals and disclose whether products they manufacture or contract to manufacture contain "conflict minerals" that are "necessary to the functionality or production" of those products. "Conflict minerals" refer to gold, as well as tin, tantalum, and tungsten, the derivatives of cassiterite, columbite-tantalite, and wolframite, regardless of where they are sourced, processed or sold. Suppliers must provide certification on CFS smelter compliance and a completed EICCGeSIDD survey.

27. **RECORD RETENTION.** Supplier shall create an internal production order based on DESAPRO INC Purchase Orders. Supplier's tools and/or methods of manufacture shall be added to its internal production

order to provide a record of manufacture. Supplier's internal production order shall be traceable to the DESAPRO INC Purchase Order and shall be retained at Supplier's facility for a period of ten years from the date of Product shipment. Supplier's internal production order is the record of manufacture for DESAPRO INC. It also serves as Supplier's record of manufacture and Product acceptance.

28. **FORCE MAJEURE.** The following events, and only the following events, shall constitute force majeure under this PO: (a) acts of God or of a public enemy; (b) acts of Government; (c) fires; (d) floods; (e) epidemics; (f) quarantine restrictions; (g) strikes; (h) freight embargoes; and, (i) unusually severe weather. In each case, the failure to perform must be entirely beyond the control and without the fault or negligence of the Supplier. Each party shall give the other immediate notice of any event that such party claims is a Force Majeure condition that would prevent the party from performing its obligations hereunder, and of the cessation of the condition. A party's notice under this Section shall include the party's good faith estimate of the likely duration of the Force Majeure condition.

29. **ENTIRE AGREEMENT.** Unless superseded by a specific signed agreement between Buyer and Supplier, this agreement shall include the Purchase Order, these General Terms and Conditions, and all attachments referred to in the Purchase Order or in the General Terms and Conditions, and it shall constitute the entire agreement of the parties with regard to the subject matter contained herein. All other prior or contemporaneous representations, warranties, covenants, or agreements between Supplier and Buyer, or their representative, with respect to the subject matter are hereby superseded. This agreement may not be modified except by mutual written agreement of the parties included herein.

FAR and DFARS Clauses – Purchase Order or Subcontract (Non-Commercial Supplies and Services)

This contract includes the appropriate flow-down clauses as required by FAR/DFAR. The FAR and DFARS clauses cited below are incorporated herein by reference. The listed FAR and DFARS clauses are incorporated herein as if set forth in full text unless made inapplicable by its corresponding note or dollar threshold, if any. In no event shall the “Seller” acquire any direct claim or course of action against the United States Government.

Where necessary to derive proper meaning in a subcontract situation from these clauses, “Contractor” means “Seller,” “Contracting Officer” means “Buyer,” “Contract” means this Purchase Order/Subcontract and “Government” means “Buyer or the Government.” However, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, (2) when title to property is to be transferred directly to the Government, and (3) in FAR 52.227-1, 52.227-2, and DFARS 252.227-7013 and 252.227-7014.

FAR Clauses Applicable to All Purchase Orders/Subcontracts

52.202-1 Definitions (JAN 2012)

52.204-2 Security Requirements (AUG 1996) (applicable if the Agreement involves access to classified information)

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011) (applicable only if performance of this Agreement requires Subcontractor to have routine (as opposed to intermittent) physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

52.211-5 Material Requirements (AUG 2000)

52.215-16 Facilities Capital Cost of Money (JUN 2003) (applies to cost-type Purchase Orders/Subcontracts)

52.222-1 Notice to the Government of Labor Disputes (FEB 1997)

52.222-26 Equal Opportunity (APR 2015) (applies when Subcontractor has been awarded federal contracts or subcontracts in any 12- month period that exceed \$10,000 in total)

52.222-21 Prohibition of Segregated Facilities (APR 2015) (applies when 52.222-26 applies)

52.222-36 Affirmative Action for Workers with Disabilities (JUL 2014) (applies when 52.222-26 applies)

52.222-41 Service Contract Act (NOV 2007) (applicable only T&M or FP/LOE subcontracts for services)

52.222-50 Combating Trafficking in Persons (MAR 2015)

52.222-51 Exemption from Application of Service Contract Act for Maintenance, Calibration, or Repair or Certain Equipment – Requirements (NOV 2007) (Applicable only if this Agreement requires maintenance, calibration or repair of equipment)

52.222-53 Exemption from Application of Service Contract Act for Certain Services – Requirements (FEB 2009)

FAR and DFARS Clauses – Purchase Order or Subcontract (Non-Commercial Supplies and Services)

52.222-54 Employment Eligibility Verification (OCT 2015) (Applies to Orders over \$3,000)

52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997) (Alternate I applies only to Non-DoD Contracts)

52.223-7 Notice of Radioactive Materials (JAN 1997) (In paragraph (a), insert "thirty (30)" in the blank.)

52.223-11 Ozone-Depleting Substances (MAY 2001)

52.223-18 Contractor Policy to Ban Text Messaging while Driving (AUG 2011)

52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

52.226-1 Utilization of Indian Organizations and Indian–Owed Economic Enterprises (JUN 2000)

52.227-9 Refund of Royalties (APR 1984) (Applicable only if price includes payment of royalties >\$250)

52.227-10 Filing of Patent Applications - Classified Subject Matter (DEC 2007)

52.228-5 Insurance-Work on a Government Installation (JAN 1997) (Applicable only if Purchase Order/Subcontract requires work on a government installation)

52.232-17 Interest (OCT 2010) (Applicable when any amounts due to government by Buyer are caused by Seller's actions under this Agreement)

52.233-3 Protest After Award (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

52.242-17 Government Delay of Work (APR 1984)

52.243-1 Changes – Fixed Price (AUG 1997)

52.245-1 Government Property (APR 2012) (Applicable to any Purchase Order/Subcontract where Government Property is provided to Seller. In the phrases "Government Property", "Government furnished Property", and in the references to title to property, "Government" shall not mean "Buyer". The following is added: "Seller shall provide Buyer immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its Government Property Management System")

FAR Clauses Applicable If This PO/Subcontract Exceeds \$10,000

52.222-27 Affirmative Action Compliance Requirements for Construction (APR 2015)

FAR Clauses Applicable If This PO/Subcontract Exceeds \$15,000.

52.222-20 Walsh-Healey Public Contracts Act (MAY 2014)

52.222-21 Prohibition of Segregated Facilities (APR 2015)

52.222-36 Affirmative Action for Workers with Disabilities (JUL 2014)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

FAR Clauses Applicable If This PO/Subcontract Exceeds \$25,000.

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Reporting (OCT 2015)

52.225-3 Buy American Act – Free Trade Agreement – Israeli Trade Act (MAR 2012)

FAR Clauses Applicable If This Purchase Order/Subcontract Exceeds \$35,000

52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)

FAR Clauses Applicable If This Purchase Order/Subcontract Exceeds \$100,000 (Exceptions as noted).

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2010)

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2010)

FAR Clauses Applicable If This Purchase Order/Subcontract Exceeds \$150,000 (Exceptions as noted).

52.203-3 Gratuities (APR 1984)

52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)

52.203-5 Covenant Against Contingent Fees (MAY 2014)

52.203-7 Anti-Kickback Procedures (MAY 2014) (Seller shall immediately notify Buyer of any alleged violations involving any of Buyer's or Seller's employees)

52.203-8 Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (MAY 2014)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2011)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)

52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 2005), (applicable when the contract may require or involve more than incidental employment of laborers or mechanics- applies in accordance with paragraph (e) of the clause)

FAR and DFARS Clauses – Purchase Order or Subcontract (Non-Commercial Supplies and Services)

52.222-37 Employment Reports on Veterans (OCT 2015)

52.222-54 Employment Eligibility Verification (OCT 2015)

52.215-2 Audit and Records – Negotiation (OCT 2010)

52.215-14 Integrity of Unit Prices (OCT 2010)

52.219-8 Utilization of Small Business Concerns (OCT 2014)

52.223-6 Drug Free Workplace (MAY 2001)

52.223-15 Limitations on Pass-Through Charges (OCT 2009)

52.242-13 Bankruptcy (JUL 1995)

52.247-63 Preference for U.S.-Flag Air Carriers (JUN 2003) (applicable to this Agreement and all lower-tier subcontracts that involve international air transportation)

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (if transportation by ocean vessels is anticipated)

FAR Clauses Applicable If This Purchase Order/Subcontract Exceeds \$750,000.

52.230-2 Cost Accounting Standards (Large Businesses only) (MAY 2014)

52.230-3 Disclosure and Consistency of Cost Accounting Practices (Large Business only) (MAY 2013)

52.230-6 Administration of Cost Accounting Standards (Large Businesses only) (JUN 2010)

FAR Clauses Applicable If This Purchase Order/Subcontract Exceeds \$750,000.

52.214-26 Audit and Records-Sealed Bidding (OCT 2010)

52.215-10 Price Reduction for Defective Cost or Pricing Data (AUG 2011)

52.215-11 Price Reduction for Defective Cost or Pricing Data – Modifications (AUG 2011)

52.215-12 Subcontractor Cost or Pricing Data (OCT 2010)

52.215-13 Subcontractor Cost or Pricing Data – Modifications (OCT 2010)

52.215-15 Pension Adjustments and Asset (OCT 2010) (Applicable when cost or pricing data are required or if any pre-award or post-award cost determinations will be subject to FAR Part 31)

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005) (Asset (Applicable when cost or pricing data are required or if any pre-award or post-award cost determinations will be subject to FAR Part 31)

52.215-19 Notification of Ownership Changes Asset (OCT 1997) (Applicable when cost or pricing data are required or if any pre-award or post-award cost determinations will be subject to FAR Part 31)

FAR and DFARS Clauses – Purchase Order or Subcontract (Non-Commercial Supplies and Services)

52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 2010) (Paragraph (a) (2)

Contracting Officer shall only mean Government Contracting Officer)

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 2010)

(Paragraph a) (2) Contracting Officer shall only mean Government Contracting Officer)

FAR Clauses Applicable If This Purchase Order/Subcontract Exceeds \$1,000,000 (Exceptions as noted).

52.243-7 Notification of Changes (APR 1984) (Insert "10 calendar days" in the spaces provided in paragraphs (b) and (d))

FAR Clauses Applicable If This Agreement Exceeds \$5,500,000 and the Performance Period is 120 days or more.

52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)

52.203-14 Display of Hotline Poster(s) (DEC 2007) Does not apply if the PO/Subcontract is performed overseas.

FAR Clauses Applicable if This Purchase Order/Subcontract Exceeds \$10,000,000

52.222-24 Pre-award On-Site Equal Opportunity Compliance Evaluation (FEB 1999)

DFARS Clauses

(Applicable only if this Order/Subcontract is a lower-tier contract under a DOD Agency contract)

252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies (DEC 2008)

252.203-7002 Requirements to Inform Employees of Whistleblower Rights (SEP 2013)

252.203-7004 Display of Hotline Poster (s) (JAN 2015) (applies in accordance with subparagraph (e) of the clause)

252.204-7000 Disclosure of Information (AUG 2013)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting

252.208-7000 Intent to Furnish Precious Metals as Government Furnished Material (DEC 1991)

252.211-7003 Item Identification and Valuation (DEC 2013)

252.222-7000 Restrictions on Employment of Personnel (MAR 2000)

FAR and DFARS Clauses – Purchase Order or Subcontract (Non-Commercial Supplies and Services)

252.222-7007 Representation Regarding Combating Trafficking in Persons (JUN 2015)

252.223-7001 Hazard Warning Labels (applicable when Agreement requires delivery of hazardous materials)

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 2012)

252.225-7001 Buy American Act and Balance of Payments Program (NOV 2014)

252.225-7002 Qualifying Country Sources as Subcontractors (DEC 2012)

252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States (OCT 2010)

252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (SEP 2006)

252.225-7008 Restriction on Acquisition of Specialty Metals (MAR 2013)

252.225-7010 Commercial Derivative Military Article – Specialty Metals Compliance Certificate (JUL 2009)

252.225-7012 Preference for Certain Domestic Commodities (FEB 2013)

252.225-7013 Duty-Free Entry – Qualifying Country Supplies (End Products and Components) (NOV 2014)

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)

252.225-7016 Restrictions on Acquisition of Ball and Roller Bearings (applicable if product contains ball or roller bearings)

252.225-7021 Trade Agreements (OCT 2013)

252.225-7025 Restrictions on Acquisitions of Forgings (DEC 2009) (Applicable if this Agreement is for forging items or for other items that contain forging items)

252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (DEC 2006)

252.225-7033 Waiver of United Kingdom Levies (APR 2003)

252.225-7036 Buy American Act - Free Trade Agreement - Balance of Payments Program (DEC 2012)

252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005)

252.225-7048 Export Controller Items (JUN 2013)

252.227-7013 Rights in Technical Data – Noncommercial Items (FEB 2014)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)

252.231-7000 Supplemental Cost Principles (DEC 1991)

FAR and DFARS Clauses – Purchase Order or Subcontract (Non-Commercial Supplies and Services)

252.235-7003 Frequency Authorization and Alternate 1 (MAR 2014) (Applicable when this Agreement requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.)

252.239-7000 Protection Against Compromising Emanations (Applicable when Agreement involves information technology requiring protection of compromising emanations)

252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 1991) (Applicable when performance requires secure telecommunications)

252.243-7001 Pricing of Contract Modifications (DEC 1991)

DFARS Clauses Applicable If This Purchase Order/Subcontract Exceeds \$100,000.

252.247-7023 Transportation of Supplies by Sea (APR 2014) (Applies only where Seller, or its lower-tier suppliers, will ship supplies by sea. Seller agrees to indemnify and hold the Buyer harmless against any loss, damage or expense suffered by the Buyer as a result of Seller's failure to comply with the requirements of this clause.) 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

DFARS Clauses Applicable If This Agreement Exceeds \$150,000.

252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (MAR 2014)

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2013) (Applicable for Agreements requiring delivery of components of the following items, if such components contain specialty metal: aircraft, missile or space systems, ships, tank or automotive items, weapon systems, ammunition).



DFARS Clauses Applicable If This Agreement Exceeds \$500,000.

252.226-7001 Utilization of Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)

DFARS Clauses Applicable If This Agreement Exceeds \$700,000.

252.249-7002 Notification of Anticipated Contract Termination or Reduction

DFARS Clauses Applicable If This Agreement Exceeds \$750,000.

252.215-7000 Pricing Adjustments (Applicable when FAR 52.215-11, -12, -13 are included)

DFARS Clauses Applicable If This Agreement Exceeds \$1,000,000.

252.225-7033 Waiver of United Kingdom Levies (Applies only if this is an award to a UK organization)

DFARS Clauses Applicable If This Purchase Order/Subcontract Exceeds \$1,500,000.

252.211-7000 Acquisition Streamlining (OCT 2015)

NASA Clauses

(Applicable only if this Purchase Order/Subcontract is a lower-tier contract under a NASA contract)

1852.203-71 Requirement to Inform Employees of Whistleblower Rights (AUG 2014)

1852.204-75 Security Classification Requirements (SEP 1989)

1852.204-76 Security Requirements for Unclassified Information Technology Resources (JAN 2011)

1852.204-81 Restrictions on Printing and Duplicating (NOV 2004)

1852.209-70 Product Removal from Qualified Products List (DEC 1988)

1852.209-71 Limitation of Future Contracting (DEC 1988)

1852.211-70 Packaging Handling and Transportation (SEP 2005)

1852.215-78 Make or Buy Program Requirements (FEB 1988)

1852.215-79 Price Adjustments for "Make-or-Buy" Changes (DEC 1988)

1852.219-74 Use of Rural Area Small Businesses (SEP 1990)

1852.219-75 Small Business Subcontracting Reporting (MAY 1999)

1852.219-76 NASA 8 Percent Goal (JUL 1997)

1852.223-70 Safety and Health (APR 2002)

1852.223-71 Frequency Authorization (DEC 1998)

1852.223-73 Safety and Health Plan (NOV 2004)

1852.223-74 Drug and Alcohol-Free Workforce (MAR 1996)

1852.223-75 Major Breach of Safety or Security (FEB 2002)

1852.225-70 Export Licenses (FEB 2000)

1852.225-71 Restriction on Funding Activity with China (APR 2011)

1852.227-70 New Technology (MAY 2002)

1852.227-71 Requests for Waiver of Rights to Inventions (APR 1984)

1852.227-84 Patent Rights Clauses (DEC 1989)

1852.228-75 Minimum Insurance Coverage (OCT 1988)

1852.231-71 Determination of Compensation Reasonableness (MAR 1994)

1852.242-70 Technical Direction (SEP 1993)

1852.242-73 NASA Contractor Financial Management Reporting (NOV 2004)

1852.243-70 Engineering Change Proposals (OCT 2001)

NASA Clauses

1852.243-72 Equitable Adjustments (APR 1998)

1852.245-70 Contractor Requests for Government-Owned Property (JAN 2011)

1852.245-71 Installation-Accountable Government Property (JAN 2011)

1852.245-72 Liability for Government Property Furnished for Repair or Other Services (JAN 2011)

1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors (JAN 2011)

1852.245-74 Identification and Marking of Government Equipment (JAN 2011)

1852.245-75 Property Management Changes (JAN 2011)

1852.245-76 List of Government Furnished Property (JAN 2011)

1852.245-77 List of Installation-Accountable Property and Services (JAN 2011)

1852.245-79 Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value (JAN 2011)

1852.245-80 Government Property Management Information (JAN 2011)