

GICHNER SYSTEMS GROUP, INC.
STANDARD TERMS AND CONDITIONS



1. Definitions

- A. "Buyer" shall mean Gichner Systems Group, Inc. and its subsidiaries.
- B. "Item" and "Items" shall mean the goods and services provided by Buyer from the Supplier that are the subject of this Purchase Order.
- C. "Parties" shall mean the Supplier and the Buyer collectively.
- D. "Purchase Order" shall mean inclusion of this document, together with any attachments included with this document and the purchase order.
- E. "Supplier" shall mean the corporation, partnership, or person providing goods and/or services to Gichner Systems Group, Inc. and its subsidiaries.

2. Acceptance of Purchase Order

These terms and conditions, together with any attachments incorporated with the purchase order, constitute the final, complete, and exclusive contract between the Buyer and the Seller. Acceptance of this Purchase Order is expressly limited to the terms and conditions of this writing. Where terms and conditions offered in Seller's quotation or stated in Seller's acknowledgement of the order are in addition to or different from the terms and conditions in this writing, such additional or different terms and conditions are objected to and shall not become part of this contract. Acceptance by Buyer of the goods, services, or work delivered under this Purchase Order shall not constitute acceptance of any of Seller's terms and conditions. Prices shown on face of this order shall be firm fixed unless otherwise agreed to. The Seller's failure to return a signed acknowledgement copy of this order within sixty (60) days after the Date of Order will constitute implied assent to this order in its entirety. No exceptions or modifications to the terms and conditions of this order shall be binding on Buyer unless said exception or modification is accepted in writing by a duly authorized Procurement Representative of Buyer.

3. Assignment & Set Off

Neither this purchase order nor any payments hereunder are assignable or transferable without the Buyer's written approval, which approval will not be unreasonably withheld. Buyer shall be entitled to the right of set-off against any amounts payable under this purchase order.

4. Back Charges

Seller hereby waives the right to assert against Buyer any claim or charge arising under this Purchase Order unless the Seller serves written notice of the claim or charge to the Buyer within ten (10) days after the event causing the claim or charge.

5. Buyer Furnished Materials (BFE)

- A. BFE shall be delivered in sufficient time. If Buyer is delayed in the delivery of BFE, the Seller is also entitled to a delay in delivery to the extent that the Buyer is/was delayed, but will make every attempt to expedite.
- B. Title to any BFE shall remain in Buyer's or the U.S. Government's ownership in accordance with the terms of the prime contract or other agreement between Buyer and the U.S. Government. Title to all special or other tooling called for by this contract shall vest in Buyer upon Buyer's written notice to Seller. The responsibility for taxes and risk of loss or damage with respect to all such BFE shall be borne by Seller at all times while in the custody, care or control of the Seller, including while in the hands of carriers.
- C. Seller shall not be required to account to Buyer for the proceeds from the sale of scrap generated during the performance of the order by the processing of materials furnished by Buyer, provided, however, that Seller shall reimburse Buyer at Buyer's prices for any such materials if used by Seller in excess of the allowance, if any, set forth in the order. Upon completion or termination of the order, any of the materials furnished by Buyer and not property consumed in the performance of the order shall be disposed of in accordance with instructions from Buyer.
- D. When Buyer furnishes any material, in whole or in part, for the manufacture of parts or assemblies, Seller shall not substitute material from any other source nor shall the Seller alter its physical or chemical properties except in accordance with applicable Buyer specifications or except with Buyer's written approval.
- E. Seller agrees not to use any BFE, as well as any special or other tooling specifically called for by the order, except in the performance of the order, unless Seller has first obtained Buyer's prior written permission.

6. Counterfeit Parts Prevention

- A. Definition "Counterfeit Part(s)" means a part that is a copy or substitute without legal right or authority to do so or one whose material, performance, or characteristics are knowingly misrepresented by a supplier at any level in the supply chain. Examples of Counterfeit Parts may include, but are not limited to:
 - 1) parts which do not contain the proper internal construction consistent with the ordered part,
 - 2) parts which have been used, refurbished or reclaimed, but represented as new product,
 - 3) parts which have a different package style or surface plating/finish than the ordered parts,

- 4) parts which have not successfully completed the Original Equipment Manufacturer (OEM) / Original Component Manufacturer (OCM) full production and test flow, but are represented as completed product, parts sold with modified labeling or markings intended to misrepresent the part's form, fit, function, grade or manufacturing date.

- B. Supplier agrees and shall ensure that Counterfeit Material/Parts are not contained in purchased material/product delivered to Buyer through the implementation of policies that include prevention, detection and risk mitigation methods to protect against the use of Counterfeit Material/Parts.

- C. Supplier shall purchase parts directly from the Original Component Manufacturer (OCM), Original Equipment Manufacturer (OEM), or an authorized OCM/OEM reseller or distributor.

- D. Procurement through an Independent Distributor or Broker may be done, but must include a certificate of conformance (COC) from OEM/OCM with each shipment of material/parts delivered. At a minimum the COC will include:

- 1) Manufacturer's name and address
- 2) Manufacturer's and/or buyer's part number
- 3) Batch identification for the item, such as date code, lot code, and compliance to required specification, etc.

Failure to provide the OEM/OCM COC will be cause for rejection/return of parts, and non-payment of invoices.

- E. In the event Supplier becomes aware or suspects that it has furnished Counterfeit Material/Parts, it shall immediately notify Buyer. When requested by Buyer, Supplier shall provide (if available) Authorized Supplier documentation that authenticates traceability of the parts to the applicable Authorized Supplier.

- F. In the event that purchased material/product delivered under this Order are, or do include, Counterfeit Parts, Supplier shall promptly investigate, analyze and report in writing to Buyer. Counterfeit Material/Parts shall be replaced with genuine parts conforming to the requirements of this Order at Supplier's sole expense.

- G. Supplier shall include this clause or reasonably equivalent provisions on all subcontracts for the delivery of material/product that will be furnished to or included in material/product furnished to Buyer.

7. Certificate of Compliance

The supplier shall prepare a Certificate of Compliance for each item and each partial shipment of items delivered under this Purchase Order. This certificate shall certify that the item(s) subject to the certificate are in compliance with applicable specifications and are of merchantable quality, are of good material and workmanship and are free of defects.

8. Changes

Buyer may at any time, by written order and without notice to sureties, make changes within the general scope of this Purchase Order. If any such changes cause an increase or decrease in the cost of, or time required for performance of this Purchase Order, Supplier shall notify Buyer in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance to the purchase order. Any claim for adjustment must be asserted within twenty (20) days after Seller's receipt of notice of the change. Nothing contained in this paragraph shall excuse Seller from proceeding with the contract as changed.

9. Compliance with Laws

- A. Seller agrees to comply with all federal, state, and local laws, statutes, rules, and regulations to which it is subjected by virtue of this Purchase Order, including but not limited to the Truth in Negotiation Act and its implementing regulations. Seller agrees to defend, indemnify, and hold harmless buyer against any and all claims or costs, including attorney fees that Buyer may incur as a consequence of any breach by Seller of its obligations under this provision.

- B. This Purchase Order shall be governed by the laws of the Commonwealth of Pennsylvania.

- C. Any dispute arising under this purchase order which is not settled by agreement of the parties will be litigated in the state or federal courts of the state from which the buyer's purchase order is issued. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this purchase order, Seller shall proceed diligently with the performance of this purchase order in accordance with the decision of the Buyer.

- D. The failure of the Buyer to pursue its rights under this Purchase Order or under the law and/or failure of the Buyer to adhere upon Supplier's strict compliance thereto on any one or more instances shall not constitute a waiver or relinquishment by Buyer of any right to future evidence of its rights under this Purchase Order or under the Law, or future insistence upon Supplier's strict compliance thereto.

10. Delivery

- A. All deliveries of items called for in this Purchase Order shall be made on the delivery dates indicated on the Purchase Order. Advance delivery shall be allowed upon written authorization of the Buyer.
- B. Title and Risk of Loss shall pass pursuant to the Terms of Sale listed in the Purchase Order.
- C. All items shall be shipped in accordance with the applicable specifications for the items. If no shipping specifications are called out, the item(s) shall be shipped in such a way as to provide adequate protection during transit.
- D. The Parties agree that time is of the essence in the completion of this Purchase Order. Supplier will make every effort to make timely delivery as required on the Purchase Order.
- E. If Supplier has reason to believe it will not make timely delivery, it shall promptly notify Buyer of this fact, along with Supplier's anticipated actual delivery date.
- F. In the event of an anticipated or actual late delivery, Buyer reserves the right to direct Supplier to utilize expedited manufacturing and delivery systems at Supplier's cost.
- G. Buyer reserves all other rights contained under this Purchase Order, including but not limited to termination for default, in the event of any late delivery.

11. Entire Agreement

This Purchase Order, together with any attachments hereto, constitutes the full understanding and complete agreement between the Parties. It supersedes all previous written oral and written understandings and agreements between the Parties unless specifically agreed to in writing by the Buyer. This Purchase Order is an offer to buy, and is not an acceptance of any offer to sell. This Purchase Order is subject to acceptance only by Seller's agreement to all of the terms of this Purchase Order. Buyer objects to and rejects any terms in addition to or different from these terms. Seller may only accept this offer by returning an acknowledged copy of this Purchase Order, or by beginning performance under this order.

12. Final Acceptance

- A. Buyer shall conduct final acceptance of items delivered under this Purchase Order at Buyer's facility. Final acceptance by Buyer does not constitute waiver of warranty or other rights concerning defective items.
- B. Final acceptance shall take place within sixty (60) days of the scheduled delivery or sixty (60) days of the actual delivery of the items, whichever is later. If Buyer does not take affirmative action to conduct Final Acceptance Testing of the items within this period, the item shall be deemed to have been accepted for purposes of this purchase order.
- C. Supplier shall repair or replace, at Buyer's option, any item rejected by Buyer at any time prior to Final Acceptance at no cost to Buyer. Upon rejection, title and risk of loss of any item shall revert to Supplier.

13. Foreign Transactions

- A. If this Purchase Order involves a foreign government, foreign company, or international organization as End User, as indicated on the Purchase Order, the following Term is also applicable to the Purchase Order.
- B. In respect to any order for which an export license or approval is required, the Provisions of Section 130 of the ITAR (The International Traffic in Arms Regulations, contained in 22 CFR Parts 120-130) are incorporated into this Purchase Order. Section 130.12 of the ITAR requires notification to the Buyer or the State Department of any payments of fees or commissions made by the Supplier to any foreign government, entity, or person in connection with this Purchase Order or the underlying Contract with the End User.

14. Indemnities and Insurance

- A. During the entire contract period and irrespective of the place of performance, Seller and its subcontractors shall, at their sole cost and expense, procure and maintain the following insurance coverage in the minimum limits indicated: Commercial General Liability - \$1,000,000 per person/\$2,000,000 per occurrence bodily injury and/or property damage (alternative: \$2,000,000 combined single limit (CSL)). Coverages shall include but not necessarily be limited to, premises and operations, products and completed operations and contracts.
- B. Whenever performance requires work on Buyer's customer, or Buyer's installation, Seller and its subcontractors shall, at their sole cost and expense, procure and maintain the additional following insurance coverage in the minimum limits indicated:
 - 1) Automobile Liability - \$1,000,000 per person/\$2,000,000 per occurrence bodily injury and/or property damage (alternative: \$2,000,000 combined single limit (CSL)) covering all owned, hired and non-owned vehicles.
 - 2) Workers' Compensation and Employer's Liability - The workers' compensation insurance coverage shall be as required by the laws of the

state in which the work is performed regarding such insurance. The employer's liability insurance limit shall be \$1,000,000.

- C. Upon request, Seller shall provide evidence that the required insurance is in place in the form of insurance certificates.
- D. Buyer and Seller agree to defend, hold harmless, and indemnify the other from all damages and liabilities arising out of or in connection with presence on the other's premises pursuant to this Order; provided, however, that such damage and liability shall not have been caused by the negligence of the agents, subcontractors or employees of the indemnified parties.
- E. Seller shall, at its own expense, defend, hold harmless, and indemnify Buyer from any claims or suits brought and liabilities and losses sustained by any third party for injury to persons or damage to property, arising in whole or in part out of the acts or omissions of Seller, its subcontractors, agents, or employees in the performance of this Order or failure to perform the Services in accordance with the standards provided in the Warranty clause. If Seller fails to defend, hold harmless, and indemnify Buyer as provided in this clause, then Seller shall pay for any damages, attorney's fees, and any other fees, costs, and expenses that may be incurred by Buyer in the defense of any action related to this Order and/or in the prosecution of any action to enforce the provisions of this clause.

15. Inspection

- A. Buyer shall have the right at any time to inspect the work in progress of Seller or any subcontractor of Seller. Buyer's failure to detect defects in items during inspections shall not prevent Buyer from relying upon such defects to reject the item at tender. Buyer reserves the right to use any method of acceptance inspection to verify items are in compliance with this Purchase Order's specification and statement of work.
- B. Should any item fail to pass acceptance inspection, Buyer reserves the right to:
 - 1) reject or accept the item with due allowance as an accommodation,
 - 2) reject the entire lot from which the item was taken, and/or
 - 3) cancel the entire Purchase Order for default under the Termination paragraph herein without offering Seller the opportunity to cure the defect.

16. Buyer and Customer/Government Visits

- A. The Seller agrees, upon request of the Buyer, to allow Buyer and/or the U.S. Government contracting officer under the prime contractor or his/her authorized representatives, or customer, the right to enter the Seller's facilities, or those of lower-tier subcontractors, at all reasonable times to review progress pertaining to the requirements of this order, including inspection of processes, controls, quality records and systems, and suppliers/services procured under this order. The Seller shall furnish all reasonable facilities and assistance for the safe and convenient performance of the actions described. This review and/or inspection of Seller's progress, processes, records or systems will not constitute acceptance of the supplies/services being procured.
- B. The Seller shall insert, and require its suppliers to insert, the substance of this article, including this paragraph, in each lower-tier subcontract/order hereunder, unless otherwise agreed to by the Buyer in writing.

17. Notice of Suspension or Debarment

- A. Seller shall provide immediate written notice to Buyer in the event that Seller is suspended, debarred or declared ineligible by any department from any such department or agency.
- B. Seller's suspension, debarment, or ineligibility shall constitute, if Buyer, in its sole discretion, determines that the circumstances warrant, an event of default as set forth in the Termination paragraph.

18. Order of Precedence

- In the event of any inconsistency in this order, unless resolved by subsequent written agreement between the parties, such inconsistency shall be resolved by giving precedence to the contract documents in the following order:
- A. the face of the Purchase Order and any continuation sheets attached thereto;
 - B. the Special Provisions, if any, specifically made applicable to the order;
 - C. any specifications or drawings applicable to the contract work, but not expressly incorporated by reference on the face of the order, or in any Special Provisions; and
 - D. these Terms and Conditions, except that this Order of Precedence clause shall, for all purposes, be considered as appearing on the face of the order.

19. Payment

Unless otherwise stated or agreed upon in writing, Buyer shall make payment only (i) after delivery of items, (ii) after inspection and acceptance by Buyer at the address contained in the Purchase Order, and (iii) after receipt of an itemized invoice from the Supplier containing the Purchase Order Number, as well as a Certificate of Compliance. Any errors or omissions in the Supplier's Invoice will delay Buyer's payment of the invoice, without losing any discount privilege offered by Supplier.

20. Quality Requirements

- A. Supplier shall establish and/or maintain a Quality Assurance system capable of assuring that all items manufactured or purchased under this Purchase Order are strictly in compliance with applicable specifications contained or referenced in the Purchase Order.

- B. Supplier shall also comply with all quality codes indicated in the Purchase Order.
- C. Supplier must notify Buyer in writing of any non-conformities and request a waiver/deviation, or change of product and/or process definition and obtain written approval from buyer prior to shipment from the supplier's facility. Notify the Buyer for the appropriate forms and process requirements.
- D. Supplier shall notify Buyer in writing of any non-conformities that has been shipped to Buyer. Notification shall include but, not limited to Purchase Order Number(s), Part Number(s), quantity of affected parts, date of shipment, packing list number, and non-conformance. The Seller shall insert, and require its suppliers to insert, the substance of this article, including this paragraph, in each lower-tier subcontract/order hereunder, unless otherwise agreed to by the Buyer in writing. This notification does not relieve Supplier from the responsibility to correct non-conformances nor limit the Buyer's rights under this order.

21. Records Retention

Seller shall retain product, process, and quality record data for a period of four (4) years per FAR 4.705-3 or as specified on the purchase order upon completion of all deliveries. Records shall be adequate to ascertain the quality level of the production process and revision levels of specifications as denoted on the purchase order are used in manufacture and inspection. Data shall be made available for inspection by, or copies supplied to Buyer upon request at no additional cost to the Buyer.

22. Taxes

The Parties agree that the prices contained herein include all applicable federal, state, and local taxes in effect at the date of this Purchase Order.

23. Termination

- A. The Buyer may terminate work under this Order in whole or in part for convenience in accordance with the provisions of Clause 52.249-2, "Termination for Convenience of the Government (Fixed Price), incorporated herein.
- B. The Buyer may terminate work under this Order in whole or in part for default in accordance with the provisions of Clause 52.249-8 "Default (Fixed Price Supply and Service)", incorporated herein.
- C. Buyer shall have the right to terminate any order, or any part thereof, for default without further cost or liability to Buyer, in the event of the happening of any of the following:
 - 1) filing of a voluntary petition in bankruptcy by Seller;
 - 2) filing of an involuntary petition to have Seller declared bankrupt, provided it is not vacated within 30 days from the date of filing;
 - 3) Appointment of a receiver or trustee for Seller, provided such appointment is not vacated within 30 days from the date of such appointment or;
 - 4) Execution by Seller of any assignment for the benefit of creditors.

24. Virus Free Hardware/Software/Firmware

Goods delivered under this Contract:

- A. Shall not contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to:
 - 1) Damage, destroy or alter any software or hardware
 - 2) Reveal, damage, destroy, or alter any data
 - 3) Disable any computer program automatically
 - 4) Permit unauthorized access to any software or hardware

25. Warranty

Unless otherwise indicated in the Purchase Order, Supplier warrants the item(s) supplied under this Purchase Order to be:

- A. in compliance with Buyer's specifications and statement of work;
- B. of merchantable quality;
- C. free from defects in material workmanship, or design; and
- D. fit for the particular purpose the item(s) are being supplied to fulfill.

The foregoing warranties shall be for a period of one (1) year following the delivery by Buyer to Buyer's customer of the item(s) as part of Buyer's product. Seller further warrants that the item(s) will comply with any other requirement of Buyer or Buyer's customer of which Seller has been advised. In the event of a breach of warranty Buyer may, or Seller shall if directed to do so by Buyer, repair or replace all defective item(s) and Seller will be solely responsible for, and shall reimburse Buyer and Buyer's customer for all costs and damages associated therewith.

GICHNER SYSTEMS GROUP, INC.
SUPPLEMENTAL TERMS AND CONDITIONS FOR PURCHASE ORDERS
INVOLVING THE UNITED STATES GOVERNMENT AS END USER

1. Application

If this Purchase Order involves the United States Government as End User, as indicated on the front page of the Purchase Order, the following Terms and Conditions are also applicable. To the extent the Terms and Conditions herein conflict with the standard Terms and Conditions, the Terms and Conditions contained herein shall be applicable. Rights conferred on Buyer and obligations imposed on Seller by this Supplement are cumulative with the rights conferred on Buyer and obligations imposed on Seller by Buyer's Standard Terms and Conditions.

2. Additional Definitions

- A. "FAR" shall mean the Federal Acquisition Regulations, contained in Title 48, Code and Federal Regulations (CFR).
- B. "DFARS" shall mean the Department of Defense Supplement to the Federal Acquisition Regulation contained in Title 48, Code of Federal Regulations (CFR).
- C. "Government" and "Contracting Officer", when used in the FAR shall mean the Buyer.
- D. "Contractor", when used in the FAR, shall mean the Supplier.
- E. "Contract", when used in the FAR, shall mean this Purchase Order.

Any right of Buyer shall be exercisable by virtue of the above interpretation even if the Government does not exercise the corollary right in its U.S. Government prime contract.

3. Applicable FAR Clauses

The following FAR clauses are applicable to this Purchase Order. Dollar values in parenthesis represent Purchase Order values, less than which the clause is not applicable thereto.

Clause #	Clause Description
52.203-03	Gratuities (Applicable to contracts exceeding the Simplified Acquisition Threshold.)
52.203-05	Covenant Against Contingent Fees (Applicable to orders exceeding the Simplified Acquisition Threshold and for other than commercial items.)
52.203-06	Restrictions on Subcontractor Sales to the Government (Applicable to orders exceeding the Simplified Acquisition Threshold.)
52.203-07	Anti-Kickback Procedures (Applicable to orders exceeding the Simplified Acquisition Threshold and other than commercial items.)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Applicable to contracts other than commercial items that exceed the Simplified Acquisition Threshold.)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations expected to exceed \$150,000.)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts expected to exceed \$150,000.)
52.203-13	Contractor Code of Business Ethics and Conduct (Applicable to orders over \$5,000,000 and a performance period of more than 120 days.)
52.203-14	Display of Hotline Poster(s) (Applicable to orders over \$5,000,000 and for non-commercial items.)
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Applicable to solicitations and contracts funded in whole or in part with Recovery Act funds.)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Applicable for orders over \$25,000.)
52.209-05	Certification Regarding Responsibility Matters (Applicable to solicitations where the contract value is expected to exceed the simplified acquisition threshold.)
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Applicable to contracts exceeding \$30,000.)
52.209-09	Updates of Publicly Available Information Regarding Responsibility Matters (Applicable to contracts exceeding \$500,000 AND the offeror has current active Federal contracts grants totaling more than \$10,000,000.)
52.211-05	Material Requirements (Applicable to contracts for non-commercial items.)
52.211-15	Defense Priority and Allocation Requirements (Applicable to contracts that are rated orders.)
52.215-02	Audit and Records Negotiation (Applicable to orders exceeding the Simplified Acquisition Threshold and are cost-reimbursement, incentive, time and materials, labor hour, or price redeterminable types; or for which certified cost or pricing data are required.)
52.215-10	Price Reduction for Defective Cost or Pricing Data (Applicable in contracts when it is contemplated that certified cost or pricing data will be required.)
52.215-12	Subcontractor Certified Cost or Pricing Data (Applicable to solicitations and contracts when Clause 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data is included.)
52.215-14	Integrity of Unit prices (Applicable to orders exceeding the Simplified Acquisition Threshold.)
52.215-16	Facilities Capital Cost of Money (Applicable to solicitations expected to result in contracts that are subject to the cost principles for contracts with commercial organizations, see subpart 31.2.)
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (Applicable to contracts for which it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determinations will be subject to part 31.)
52.215-19	Notification of Ownership Changes (Applicable to contracts for which it is contemplated that certified cost or pricing data will be required or for which any preaward or postaward cost determination will be subject to subpart 31.2.)
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Applicable to solicitations if it is reasonably certain the certified cost or pricing data or data other than certified cost or pricing data will be required.)
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing --Modifications (Applicable to solicitations and contracts if it is reasonably certain the certified cost or pricing data or data other than certified cost or pricing data will be required for modifications.)
52.215-22	Limitations on Pass-Through Charges - Identification of Subcontract Effort (Applicable in solicitations containing 52.215-23 Limitations on Pass-Through Charges.)
52.215-23	Limitations on Pass-Through Charges (Applicable to solicitations and contracts including task or delivery orders when exceeding the simplified acquisition threshold and expected to be a cost-reimbursement type contract, or when the contracting officers determines that include of the clause is appropriate.)
52.216-07	Allowable Cost and Payment (Applicable to solicitations and contracts when a cost-reimbursement or time-and-material contract is contemplated.)
52.216-08	Fixed Fee (Applicable to solicitations and contracts when a cost-plus-fixed-fee contract is contemplated.)
52.216-10	Incentive Fee (Applicable to solicitations and contracts when a cost-plus-incentive-fee contracts is contemplated.)
52.216-11	Cost Contract -No Fee (Applicable to solicitations and contracts when a cost-reimbursement contract is contemplated that provides no fee and is not a cost-sharing contract.)
52.216-12	Cost Sharing Contract- No Fee (Applicable to solicitations and contracts when a cost-sharing contract is contemplated.)
52.219-08	Utilization of Small Business Concerns (Applicable to solicitations and contracts exceeding the simplified acquisition threshold.)
52.219-09	Small Business Subcontracting Plan (Applicable to solicitations and contracts exceeding \$650,000 and are required to include the clause at 52.219-8 Utilization of Small Business Concerns.)
52.222-01	Notice to the Government of Labor Dispute (Applicable to solicitations and contracts that involve programs or requirements that have been designated under 22.101-1(e).)
52.222-02	Payment for Overtime Premiums (Applicable to solicitations and contracts when a cost-reimbursement contract exceeding the simplified acquisition threshold is contemplated.)
52.222-04	Contract Worker Hours and Safety Standards Act-Overtime Compensation (Applicable to solicitations and contracts involving employment of laborers or mechanics and exceeding \$150,000.)
52.222-20	Walsh-Healy Public Contracts Act (Applicable to contracts exceeding \$15,000.)
52.222-21	Prohibition of Segregated Facilities (Applicable to orders including 52.22-26 Equal Opportunity.)
52.222-26	Equal Opportunity (Applicable to orders exceeding \$10,000.)
52.222-35	Equal Opportunity for Veterans (Applicable to solicitations and contracts exceeding \$100,000.)
52.222-36	Affirmative Action for Workers With Disabilities (Applicable to solicitations and contracts exceeding \$15,000.)
52.222-37	Employment Reports on Veterans (Applicable to solicitations and contracts containing the clause at 52.22-35 [exceeding \$100,000].)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Applicable to solicitations and contracts exceeding the Simplified Acquisition Threshold.)
52.222-41	Service Contract Act of 1965 (Applicable to in solicitations and contracts (except as provided in paragraph (a)(2) of this section) if the contract is subject to the Act and is (i) Over \$2,500; or (ii) For an indefinite dollar amount and the contracting officer does not know in advance that the contract amount will be \$2,500 or less.)
52.222-50	Combating Trafficking in Persons (Applicable to all solicitations and contracts.)

Clause #	Clause Description
52.222-54	Employment Eligibility Verification (Applicable to solicitations and contracts exceeding the Simplified Acquisition Threshold and exceeding performance period of 120 days.)
52.223-03	Hazardous Material Identification and Material Safety Data (Applicable to contracts requiring delivery of Hazmat.)
52.223-07	Notice of Radioactive Materials (Applicable to solicitations and contracts containing radioactive materials.)
52.223-11	Ozone- Depleting Substances (Applicable to solicitations and contracts for ozone-depleting substances or supplies containing ozone-depleting substances.)
52.223-18	Contractor Policy to Ban Text Messaging While Driving (Applicable to all solicitations and contracts.)
52.225-01	Buy American Act - Supplies (Applicable to solicitations and contracts exceeding the micro-purchase threshold and TAA is not applicable.)
52.225-05	Trade Agreements – (Applicable to solicitations and contracts valued at \$194,000 or more if covered by WTO GPA and BAA is not applicable)
52.225-08	Duty-Free Entry (Applicable to solicitations and contracts for supplies being imported into the United States.)
52.225-13	Restrictions on Certain Foreign Purchases (Applicable to all solicitations and contracts.)
52.227-01	Authorization and Consent (Applicable to all solicitations and orders.)
52.227-02	Notice and Assistance regarding Patent and Copyright Infringement (Applicable to all solicitations and contracts that include the clause at 52.227-1 , Authorization and Consent.)
52.227-09	Refund of Royalties (Applicable to fixed-price solicitations and contracts when royalties may be paid.)
52.227-10	Filing of Patent Applications-Classified Subject Matter (Applicable to solicitations and contracts that are classified or might result in a patent application containing classified matter.)
52.227-11	Patent Rights - Ownership by the Contractor (Applicable to all solicitations and contracts.)
52.227-14	Rights in Data - General (Applicable to all solicitations and contracts requiring data.)
52.227-19	Commercial Computer Software License (Applicable to solicitation and contracts acquiring computer software.)
52.228-03	Workers' Compensation Insurance (Defense Base Act) (Applicable to solicitations and contracts performed outside the U.S. or financed under the Foreign Assistance Act of 1961.)
52.228-04	Workers' Compensation and War-Hazard Insurance Overseas (Applicable to solicitations and contracts for public-work contracts performed outside the U.S.)
52.228-05	Insurance-Work on a Government Installation (Applicable to firm-fixed price solicitations and contracts exceeding the simplified acquisition threshold and requires work on a Government installation.)
52.230-02	Cost Accounting Standards (Applicable in negotiated contracts unless Clause 52.230-4 applies.)
52.230-03	Disclosure and Consistency of Cost Accounting Practices (Applicable in negotiated contracts exceeding \$650,000 and modified CAS coverage is used.)
52.230-06	Administration of Cost Accounting Standards (Applicable to contracts containing 52.230-2, -3, or -4 and if CAS coverage is used.)
52.232-07	Payments under Time-and-Materials and Labor-Hour Contracts (Applicable to solicitations and contracts when a time-and-materials or labor-hour contract is contemplated.)
52.232-20	Limitation of Cost (Applicable to solicitations and contracts if a fully funded cost-reimbursement contract is contemplated.)
52.232-22	Limitation of Funds (Applicable to solicitations and contracts if incrementally funded cost-reimbursement contract is contemplated.)
52.234-01	Industrial Resources Developed Under Defense Production Act Title III (Applicable to contracts for major systems and items of supply.)
52.242-13	Bankruptcy (Applicable all solicitations and contracts exceeding the simplified acquisition threshold.)
52.243-02	Changes -Cost-Reimbursement (Applicable to solicitations and contracts when a cost-reimbursement contract for supplies is contemplated.)
52.243-03	Changes -Time and Material or Labor-Hours (Applicable to solicitations and contracts when a time-and-materials or labor-hour contract is contemplated.)
52.244-02	Subcontracts (Applicable to solicitations and contracts when contemplating: (i) A cost-reimbursement contract; (ii) A letter contract that exceeds the simplified acquisition threshold; (iii) A fixed-price contract that exceeds the simplified acquisition threshold under which unpriced contract actions (including unpriced modifications or unpriced delivery orders) are anticipated; (iv) A time-and-materials contract that exceeds the simplified acquisition threshold; or (v) A labor-hour contract that exceeds the simplified acquisition threshold.)
52.244-05	Competition in Subcontracting (Applicable to solicitations and contracts when the contract amount is expected to exceed the simplified acquisition threshold, unless-- (1) A firm-fixed-price contract, awarded on the basis of adequate price competition or whose prices are set by law or regulation, is contemplated; or (2) A time-and-materials, labor-hour, or architect-engineer contract is contemplated.)
52.244-06	Subcontracts for Commercial Items (Applicable to solicitations and contracts other than those for commercial items.)
52.245-01	Government Property (Applicable to solicitations and contracts when Government Property is involved.)
52.245-09	Use and Charges (Applicable when 52.245-01 Government Property is flowed.)
52.246-01	Contractor Inspection Requirements – (Applicable to solicitations and contracts for supplies or services when the contract amount is expected to be at or below the simplified acquisition threshold and (a) inclusion of the clause is necessary to ensure an explicit understanding of the contractor's inspection responsibilities, or (b) inclusion of the clause is required under agency procedures. The clause shall not be used if the contracting officer has made the determination specified in 46.202-2(b) .)
52.246-02	Inspection of Supplies (Applicable to and contracts for supplies, or services that involve the furnishing of supplies, when a fixed-price contract is contemplated.)
52.246-03	Inspection of Supplies (Applicable to solicitations and contracts for supplies, or services that involve the furnishing of supplies, when a cost-reimbursement contract is contemplated.)
52.246-06	Inspection of Time and Material and Labor Hour (Applicable to solicitations and contracts when a time-and-material contract or a labor-hour contract is contemplated.)
52.246-16	Responsibility for Supplies (Applicable to solicitations and contracts for supplies, services involving the furnishing of supplies, or research and development, when a fixed-price contract is contemplated.)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Applicable to solicitations and contracts that may involve ocean transportation of supplies subject to the Cargo Preference Act of 1954.)
52.248-01	Value Engineering (Applicable to solicitations and contracts when the contract amount is expected to exceed the simplified acquisition threshold.)
52.249-02	Termination for Convenience of the Government (Applicable to solicitations and contracts when a fixed-price contract is contemplated and the contract amount is expected to exceed the simplified acquisition threshold.)
52.249-06	Termination (Cost-Reimbursement) (Applicable to solicitations and contracts when a cost-reimbursement contract is contemplated.)
52.249-14	Excusable Delays (Applicable to solicitations and contracts for supplies, services, construction, and research and development on a fee basis, when a cost-reimbursement contract is contemplated and in time-and-material contracts, and labor-hour contracts.)

4. Applicable DFARS Clauses

The following DFAR clauses are applicable to this Purchase Order. Dollar values in parenthesis represent Purchase Order values, less than which the clause is not applicable thereto.

Clause #	Clause Description
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (Orders exceeding the Simplified Acquisition Threshold, except for commercial items.)
252.204-7000	Disclosure of Information (Applicable to solicitations and contracts when the contractor will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.)
252.204-7008	Requirements for Contracts Involving Export-Controlled Items (Applicable only when export-controlled items are expected to be involved.)
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material (Applicable to all solicitations and contracts.)
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (Applicable to solicitations and contracts with a value of \$150,000 or more.)
252.211-7000	Acquisition Streamlining (Applicable to in solicitations and contracts for systems acquisition programs.)
252.211-7003	Item Identification and Valuation (Applicable to solicitations and contracts that (i) Require item identification or valuation, or both, in accordance with 211.274-2 and 211.274-3; or (ii) Contain the clause at 252.211-7007.)

Clause #	Clause Description
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry (Applicable to solicitations and contracts that contain the clause at (i) FAR 52.245-1, Government Property; or (ii) FAR 52.245-2, Government Property Installation Operation Services.)
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (Include Alternate 1 if included in the prime contract) (Orders over \$550,000 and includes 52.219-8 and 52.219-9.)
252.222-7000	Restrictions on Employment of Personnel (Applicable to all solicitations and contracts subject to this subpart.)
252.223-7001	Hazard Warning Labels (Applicable to solicitations and contracts which require submission of hazardous material data sheets (see FAR 23.302(c)).)
252.223-7008	Prohibition of Hexavalent Chromium (Applicable to all contracts for supplies, maintenance and repair services, or construction.)
252.225-7001	Buy American Act and Balance of Payments Program (Applicable to solicitations and contracts unless (A) All line items will be acquired from a particular source or sources under the authority of FAR 6.302-3; (B) All line items must be domestic or qualifying country end products in accordance with Subpart 225.70 . (However, the clause may still be required if Subpart 225.70 requires manufacture of the end product in the United States or in the United States or Canada, without a corresponding requirement for use of domestic components); (C) An exception to the Buy American Act or Balance of Payments Program applies (see FAR 25.103, 225.103, and 225.7501); (D) One or both of the following clauses will apply to all line items in the contract: (1) 252.225-7021 , Trade Agreements. (2) 252.225-7036 , Buy American Act—Free Trade Agreements—Balance of Payments Program; or (E) All line items will be acquired using a procedure specified in 225.7703-1(a) .)
252.225-7002	Qualifying Country Sources as Subcontractors (Applicable to solicitations and contracts that include one of the following clauses: (i) 252.225-7001 , Buy American Act and Balance of Payments Program. (ii) 252.225-7021 , Trade Agreements. (iii) 252.225-7036 , Buy American Act—Free Trade Agreements—Balance of Payments Program.)
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States (Applicable to all solicitations and contracts exceeding \$650,000.)
252.225-7007	Prohibition on Acquisition of USML items from Communist Chinese Military Companies (Applicable to solicitations and contracts involving the delivery of items covered by the United States Munitions List.)
252.225-7008	Restriction on Acquisition of Specialty Metals (Applicable to Purchase Orders that exceed the Simplified Acquisition Threshold and for the delivery of specialty metals as end items.)
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (This clause applies to Purchase Orders exceeding the Simplified Acquisition Threshold and requiring delivery of Aircraft, missiles, ships, tanks, weapon systems, or ammunition.)
252.225-7010	Commercial Derivative Military Article – Specialty Metals Compliance Certificate (Applicable when 252.225-7009 [exceeding \$150,000] is flowed.)
252.225-7012	Preference for Certain Domestic Commodities (Applicable for orders exceeding the Simplified Acquisition Threshold.)
252.225-7013	Duty-Free Entry (Applicable for supplies entering the US Customs Territory.)
252.225-7014	Preference for Domestic Specialty Metals (DEVIATION) & Alternate 1 (DEVIATION) (Applicable to Purchase Orders under prime Contracts entered into between 11/2006 & 7/2009.)
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (Applicable in contracts exceeding the Simplified Acquisition Threshold and requiring delivery of hand or measuring tools.)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (Applicable in contracts containing ball and roller bearings.)
252.225-7021	Trade Agreements – (Use the clause 252.225-7021, instead of 52.225-5 if the Trade Agreements Act applies.)
252.225-7031	Secondary Arab Boycott of Israel (Applicable to all solicitations.)
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Applicable to solicitations and contracts for supplies or services exceeding \$500,000.)
252.227-7013	Rights in Technical Data – Noncommercial Items (Applicable to solicitations and contracts when the successful offeror(s) will be required to deliver technical data to the Government.)
252.227-7015	Technical Data – Commercial Items (Applicable to all solicitations and contracts when the contractor will be required to deliver technical data pertaining to commercial items, components, or processes.)
252.227-7016	Rights in Bid or Proposal Information (Applicable to solicitations and contracts that include the clause at 252.227-7013 Rights in Technical Data-Noncommercial Items; 252.227-7018 Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research SBIR) Program; 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.)
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (Applicable to all solicitations that include the clause at 252.227-7013, Rights in Technical Data–Noncommercial Items. The provision requires offerors to identify any technical data for which restrictions, other than copyright, on use, release, or disclosure are asserted and to attach the identification and assertions to the offer.)
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (Applicable to solicitations and contracts when it is anticipated that the Government will provide the contractor technical data marked with another contractor's restrictive legend(s).)
252.227-7026	Deferred Delivery of Technical Data or Computer Software (Applicable when it is in the Government's interest to defer the delivery of technical data.)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (Applicable when a firm requirement for a particular data item(s) has not been established prior to contract award but there is a potential need for the data.)
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (Applicable when the resulting contract will require the contractor to deliver technical data.)
252.227-7030	Technical Data – Withholding of Payment (Applicable solicitations and contracts that include the clause at 252.227-7013.)
252.227-7037	Validation of Restrictive Markings on Technical Data (Applicable to solicitations and contracts for commercial items that include the clause at 252.227-7015 or the clause at 252.227-7013.)
252.227-7039	Patents-Reporting of Subject Inventions (Applicable to solicitations and contracts containing the clause at FAR 52.227-11, Patent Rights – Ownership by the Contractor.)
252.231-7000	Supplemental Cost Principles (Applicable to all solicitations and contracts, which are subject to the principles and procedures described in FAR Subparts 31.1, 31.2, 31.6, and 31.7.)
252.244-7000	Subcontracts for Commercial Items and Commercial Components (Applicable for supplies other than commercial items that contain the following clauses: 252.225-7009, 252.246.7003, 252.247-7023, 252.247-7024.)
252.244-7000	Subcontracts for Commercial Items and Commercial Components (Applicable to solicitations and contracts for supplies or services other than commercial items, that contain any of the following clauses: a) 252.223-7008, Prohibition of Hexavalent Chromium b) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals. c) 252.225-7039, Contractors Performing Private Security Functions d) 252.227-7015 Technical Data – Commercial Items e) 252.227-7037, Validation of Restrictive Markings on Technical Data f) 252.236-7013, Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers g) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel h) 252.237-7019, Training for Contractor Personnel Interacting with Detainees i) 252.246-7003 Notification of Potential Safety Issues. j) 252.247-7023 Transportation of Supplies by Sea. k) 252.247-7024 Notification of Transportation of Supplies by Sea.
252.246-7001	Warranty of Data (Applicable to in solicitations and contracts that include the clause at 252.227-7013 , Rights in Technical Data and Computer Software, when there is a need for greater protection or period of liability than provided by the inspection and warranty clauses prescribed in FAR Part 46.)

Clause #	Clause Description
252.247-7022	Representation of Extent of Transportation by Sea (Applicable to all solicitations except (1) Those for direct purchase of ocean transportation services; or (2) Those with an anticipated value at or below the simplified acquisition threshold.)
252.247-7023	Transportation of Supplies by Sea (Applicable to all solicitations and resultant contracts, except those for direct purchase of ocean transportation services.)
252.247-7024	Notification of Transportation of Supplies by Sea (Applicable to contracts for which the offeror made a negative response to the inquiry in the provision at 252.247-7022, Representation of Extent of Transportation by Sea.)
252.248-7003	Notification of Potential Safety Issues (Applicable to solicitations and contracts for the acquisition of: (1) Repairable or consumable parts identified as critical safety items; (2) Systems and subsystems, assemblies, and subassemblies integral to a system; or (3) Repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.)
252.249-7002	Notification of Anticipated Contract Terminations or Reduction (Applicable to contracts under a major defense programs.)