

1. **DEFINITIONS.** "Buyer" means PCC Airframe Products Segment business entity listed as the "Purchaser" or "Buyer" on the applicable Order. "Seller" means the business entity to which this purchase order is addressed, including Seller's principal if Seller is acting as a broker or agent. "Order" means this purchase order, including all terms and conditions on the face and reverse side and all specifications, quality requirements and drawings referenced herein or issued hereunder. "Goods" means those parts, articles, materials, drawings, data, or other property or services that are the subject of this Order.
2. **CONTRACT FORMATION.** If this Order is deemed to constitute acceptance of an offer, such acceptance is expressly made conditional on Seller's assent to the terms of this Order, and shipment of any part of the Goods or other commencement of performance will be deemed to constitute such assent. Any additional or different terms in any offer or acknowledgement by Seller are expressly rejected by Buyer and will not be deemed accepted by Buyer unless Buyer's acceptance thereof is in writing and specifically refers to each such additional or conflicting term. Seller's acknowledgment, acceptance of payment, or commencement of performance, shall constitute Seller's unqualified acceptance of this Order.
3. **INVOICING; PAYMENT; PRICE WARRANTY.** A separate original invoice is required for each shipment under this Order. Buyer will pay for the Goods within seventy-five (75) days after the later of the date of Buyer's receipt of the applicable invoice or the date acceptable Goods are received by Buyer (but not earlier than the specified delivery date). Seller warrants that the prices charged to Buyer are no higher than the lowest prices charged to any other customer of Seller or any of Seller's affiliates during the past twelve months for the same or comparable Goods. The parties agree that, at the Buyer's discretion, payment for all invoices due within 4 weeks of the last day of each fiscal quarter (final day of the January to March fiscal quarter, final day of the April to June fiscal quarter, final day of the July to September fiscal quarter and final day of the October to December fiscal quarter) may be deferred to the 1st day of the start of the following fiscal quarter (first day of the April to June fiscal quarter, first day of the July to September fiscal quarter, first day of the October to December fiscal quarter and first day of the January to March fiscal quarter). In return for these deferred payments Buyer will agree to pay all invoices due thru the 15th day of the following month (April 15th, July 15th, October 15th and January 15th) on the 1st day of the start of the following quarter.
4. **ORDER CHANGES.** Buyer may at any time, by written notice to Seller, make changes in the drawings, specifications, quantities, delivery schedules and shipping instructions under this Order. If any such change increases or decreases the cost of performing or the time required for performance of this Order, an equitable adjustment in prices and/or schedules will be considered by Buyer provided that any claim by Seller for such adjustment is presented in writing with supporting documentation to Buyer within 10 business days from the date of Buyer's notice to Seller. No changes whatsoever will be initiated by Seller without Buyer's written approval.
5. **TAXES.** Prices stated include all taxes directly applicable to the Goods unless otherwise specified. Notwithstanding the foregoing, Buyer will only be liable for such federal, state and local taxes that Seller is required by law to collect from Buyer.
6. **PACKING AND CRATING GOODS FOR DELIVERY.** Goods will be suitably prepared for shipment to secure the lowest transportation rates (unless a premium method is specified on the face hereof) and comply with all carrier regulations. No charges are allowed for packing, crating, freight express, or cartage unless authorized by Buyer.
7. **ROUTING, RISK OF LOSS, EXCESS SHIPMENTS AND DELAYS.** (a) Time is of the essence in the performance of this Order by Seller and Seller will take all necessary action, both normal and extraordinary, to ensure timely deliveries. (b) Buyer may select mode of transportation, routing of, and carrier for the Goods. Seller will be liable for excess transportation costs resulting from deviation from Buyer's instructions or promised delivery dates. (c) Title and risk of loss to Goods will pass to Buyer at Buyer's dock. (d) Buyer's weight and count are conclusive, and Buyer will have no liability for payment for Goods delivered in excess of the quantity ordered. Excess Goods may be returned to Seller at Seller's expense. (e) If, prior to time for delivery of the Goods, Seller has reason to believe that it will be unable to meet the delivery schedule, Seller will immediately notify Buyer in writing, will indicate the cause of delay and will use its best efforts to cure the anticipated delay. Upon receipt of notice of the anticipated delay or upon occurrence of an actual delay, Buyer may (I) direct expedited routing of Goods, with excess costs paid by Seller, or (II) cancel the Order and purchase substitute Goods elsewhere, with resulting excess costs and expenses paid by Seller.
8. **INSPECTION OF GOODS; REJECTION OF GOODS AND REVOCATION OF ACCEPTANCE.** All Goods and related facilities will be subject to test and inspection by Buyer, Buyer's customers, and any applicable government agencies at all places and all times, including during the period of manufacture. Seller will provide at no cost all reasonable facilities and assistance required for any such inspections or tests conducted at Seller's premises. Buyer's action in paying for or accepting any Goods will not constitute a waiver of any rights or remedies of Buyer, including Buyer's right to revoke acceptance and return any part of the Goods or the right to make a claim for damages because of the failure of the Goods to conform to this Order. For all non-conforming Goods, Seller will provide Buyer, at Buyer's election, a full refund or replacement of the Goods, at Seller's risk and expense, including transportation costs both ways. Buyer may, at its option, purchase substitute Goods in lieu of non-conforming Goods, and Seller will be liable for the difference in costs, less expenses saved by Buyer. Buyer's rights herein will be in addition to all other rights of Buyer under applicable law.
9. **QUALITY; WARRANTIES.** Seller warrants that all Goods delivered will strictly conform to the Order and all applicable specifications, quality documents and drawings, will be of good design, material, and workmanship, will be free of defects, will be merchantable and fit for their intended purpose, and will meet all applicable industrial and governmental safety standards. Seller further warrants that Seller will have title to and the right to sell such Goods at the time of delivery, and that all such Goods will be new (unless otherwise specified in this Order) at the time of delivery. Seller will also transfer to Buyer the warranties on goods and services incorporated into Goods. All warranties will survive any inspections, delivery, acceptance or payment by Buyer, and will run to Buyer, its successors, assigns, customers and users of Goods. Buyer may, at its option and without cost to Buyer, either (i) return for credit or refund any defective or nonconforming Goods, (ii) require prompt correction or replacement of the defective or nonconforming Goods, or (iii) repair the defective or nonconforming Goods and charge Seller for all related repair costs. Return to Seller of defective or non-conforming Goods and re-delivery to Buyer of corrected or replaced Goods shall be at Seller's expense and Seller shall pay for all other resulting damage, loss or claims arising out of defective or non-conforming Goods. Seller's warranties with respect to repaired or replaced Goods will be the same as the warranties given with respect to the original Goods. No approval of Seller's designs, drawings, samples, test results, procedures, processes, schedules or other items by Buyer under this Order will in any way limit or diminish Seller's warranties hereunder.
10. **INDEMNIFICATION.** Seller agrees to defend, indemnify and hold harmless Buyer, including its officers, directors, employees, parent, subsidiaries, affiliates and agents (collectively, the "Indemnified Party"), from any claim, loss, cost, damage, settlement or judgment arising out of Seller's provision of Goods to the Indemnified Party or the presence of Seller's employees, agents or subcontractors on the Indemnified Party's premises. This duty to defend, indemnify and hold harmless extends to any legal claim or proceeding, whether based on contract, warranty, infringement, strict liability in tort, negligence or other legal theory, and also extends not only to third party claims but also to any loss suffered directly by the Indemnified Party. Buyer is entitled to control Seller's defense of Buyer hereunder.
11. **INSURANCE.** Seller will furnish to Buyer a certificate of insurance showing that Seller has obtained insurance coverage in the following minimum amounts (or such higher minimum amounts as Buyer may, in its sole discretion, specify in writing): (a) Worker's Compensation - statutory limits for the state or states in which the work is to be performed; (b) Employer's Liability - \$1,000,000; (c) Commercial General Liability - \$1,000,000 combined single limit per occurrence including Premises and Operations, Independent Contractors, Contractual Liability and Products and Completed Operations coverages; and (d) Automobile Liability (including owned, hired and non-owned vehicles) - \$1,000,000, combined single limit per occurrence. Such certificate will set forth the insurance company, amount of coverage, the policy numbers, and date of expiration, and will include a thirty days' notice of cancellation to Buyer clause. Buyer must be named as an additional insured party under each of these policies with the exception of the worker's compensation policy. Such insurance coverage must be maintained by Seller at all times while it is performing work under this Order. Compliance by Seller with these insurance requirements does not affect Seller's indemnification or other liabilities under this Order.
12. **TOOLING.** Buyer will be the owner of any equipment, tooling or fixturing furnished or paid for by Buyer (collectively, "Buyer Tooling"). Seller will, to the extent feasible, identify Buyer Tooling as Buyer directs and will dispose of Buyer Tooling only in accordance with Buyer's written instructions. Seller assumes complete liability for any Buyer Tooling in Seller's possession and Seller agrees to pay for all repair, maintenance and replacement of Buyer Tooling. Unless otherwise authorized in writing by Buyer, Seller will use Buyer Tooling solely in the performance of Orders for Buyer. Upon request from Buyer, Seller shall provide Buyer a list of Buyer Tooling in Seller's possession and Buyer may audit such list against Buyer Tooling at Seller's facilities.
13. **MATERIALS.** If Buyer furnishes any material for fabrication under this Order, then: (a) Seller will not substitute any other material in such fabrication without Buyer's written consent; (b) Buyer's title to such materials shall not be affected by incorporation or attachment to any other property; (c) Seller will maintain strict accountability to ensure positive individual lot integrity of finished product; and (d) all such material (except that which becomes normal industrial waste or is replaced at Seller's expense) will be returned in the form of product or unused material to Buyer. Inaccuracies, out of tolerance conditions or inadequacies in quality of materials accepted by Seller will not excuse performance in strict accordance with the applicable specifications, quality documents and drawings. Any industrial waste/scrap from Buyer-furnished material will be owned by Buyer and, if requested by Buyer, collected and segregated by Seller for pick-up by Buyer. Any industrial waste/scrap from Buyer-furnished material in excess of the allowance specified by Buyer will result in Seller being debited for the cost of the excess materials plus appropriate labor and overhead burdens.
14. **BUYER'S PROPERTY; CONFIDENTIALITY.** Buyer retains title and ownership of all information, materials and intellectual property of Buyer (and derivations therefrom) furnished to Seller or to which Seller otherwise has access in connection with performance of this Order, and the same will be: (i) treated as Buyer's confidential information, segregated from Seller's property, and individually marked and identified as Buyer's property; (ii) used by Seller exclusively for the purpose of completing this Order; and (iii) returned to Buyer at Buyer's direction or upon completion, termination, or cancellation of this Order, along with all copies or reproductions, unless otherwise agreed in writing by Buyer.
15. **CANCELLATION.** This Order may be cancelled by Buyer at any time in whole or in part by oral notification followed by written confirmation to Seller. Seller will immediately cease performance under the Order upon receipt of notification of cancellation (unless otherwise specified by Buyer). Buyer agrees to consider reasonable reimbursement to Seller for finished Goods and work in process upon Seller's submission of supporting documentation within 30 days of cancellation. Any reimbursement to Seller must be mutually agreed upon. In no event will Buyer be responsible for any loss of profit or for payment for any work that is or may be rejected upon inspection or that does not conform to Buyer's specifications or Order requirements.
16. **END OF LIFE.** In the event Seller intends to replace or discontinue the manufacture of a Good, Seller will give Buyer at least 6 months' prior written notice and accept additional Orders for such Good until the end of the 6-month notice period. Seller may not discontinue manufacture of a Good until all outstanding Orders for such Good have been filled.
17. **COMPLIANCE WITH LAWS; TRADE CONTROLS.** In performing work under this Order, Seller and its subcontractors will comply with all applicable federal, state, and local laws, and the rules and regulations of any governmental authority. This includes strict compliance with all applicable export control laws and regulations of the United States and all applicable laws and regulations governing imports, exports and trade remedies under U.S., foreign or other relevant jurisdictions. When located in the United States, Seller will ensure that it and its subcontractors are registered with the U.S. Department of Defense Directorate of Defense Trade Controls in advance of supplying manufacturing services related to goods identified by Buyer as subject to the U.S. International Traffic in Arms Regulations and will confirm such registration to Buyer upon request. Buyer reserves the right to cancel any Order without penalty or liability to Buyer in the event Seller's performance under this Order does not comply with such laws, rules and regulations. Seller will defend, indemnify and hold Buyer harmless for any such non-compliance by Seller or its subcontractors.
18. **MANDATORY FLOW DOWNS.** Seller and its subcontractors will comply with all mandatory flow down clauses, whether pursuant to a U.S. government contract or otherwise, applicable to Buyer for Goods that are the subject of this Order. The clauses that are incorporated by reference for Orders under U.S. government contracts are specified in Schedule A hereto.
19. **ASSIGNMENT; SUBCONTRACTING.** Seller may not assign its rights or obligations under this Order either voluntarily or by operation of law without the prior written consent of Buyer. Seller may not subcontract all or any substantial part of this Order without the prior written consent of Buyer. Any consent of Buyer will not relieve Seller of its contractual obligations under this Order.
20. **APPLICABLE LAW; DISPUTES.** The interpretation of this Order and the rights and obligations of the parties hereto will be construed and governed by the laws enacted in the state of Buyer's physical location, excluding its choice of law rules and excluding the U.N. Convention on Contracts for the International Sale of Goods. The complaining party will first notify the other party in writing of the alleged dispute and the parties will attempt in good faith to resolve the dispute through prompt discussion and meeting between representatives having decision-making authority regarding the dispute. If the dispute is not resolved by the 30<sup>th</sup> day after written notice of the dispute was first made, the complaining party may seek appropriate legal action provided that either party may seek preliminary injunctive or other equitable relief at any time to prevent irreparable harm. The parties agree to personal jurisdiction in the state and federal courts in the state of Buyer's physical location and that venue is proper in the city of Buyer's location. Upon mutual agreement, the parties may engage a neutral mediator to facilitate resolution of the dispute. A person who is not a party to this Order shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Order. Both parties expressly agree to waive any and all rights to a trial by jury for any disputes arising out of or related to this Order.
21. **CUMULATIVE REMEDIES; SET-OFF RIGHTS.** All of Buyer's rights and remedies under this Order or at law are cumulative and non-exclusive. Payment to Seller under this Order is subject to set-off or recoupment for any present or future claims that Buyer or its affiliates may have against Seller or its affiliates.
22. **LIMITATION OF BUYER'S LIABILITY.** Any liability of Buyer for any breach of any term or condition imposed upon it, whether such term or condition is contained in this Order or otherwise, will not exceed the purchase price for the Goods directly involved in the alleged breach. Buyer will not under any circumstance be liable for consequential or incidental damages.
23. **QUALITY CONTROL.** Seller shall establish and maintain a quality control system acceptable to Buyer for the Goods purchased under this Order. Seller shall permit Buyer to review procedures, practices, processes and related documents to determine such acceptability.
24. **COUNTERFEIT GOODS.**
  - a. Seller shall not furnish Counterfeit Goods to Buyer, defined as Goods or separately-identifiable items or components of Goods that: (i) are an unauthorized copy or substitute of an Original Equipment Manufacturer or

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Original Component Manufacturer (collectively, "OEM") item; (ii) are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design; (iv) have been reworked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but not disclosed as such or are represented as OEM authentic or new; or (v) have not passed successfully all OEM required testing, verification, screening, and quality control processes. Notwithstanding the foregoing, Goods or items that contain modifications, repairs, re-work, or re-marking as a result of Seller's or its subcontractor's design authority, material review procedures, quality control processes or parts management plans, and that have not been misrepresented or mislabeled without legal right to do so, shall not be deemed Counterfeit Goods. Counterfeit Goods shall be deemed nonconforming to this Order.

b. Seller shall implement an appropriate strategy to ensure that Goods furnished to Buyer under this Order are not Counterfeit Goods. Seller's strategy shall include, but is not limited to, the direct procurement of items from OEMs or authorized suppliers, conducting approved testing or inspection to ensure the authenticity of items, and when items are to be procured from non-authorized suppliers, obtaining from such non-authorized suppliers appropriate certificates of conformance that provide one or more of the following: (i) the OEM's original certificate of conformance for the item; (ii) sufficient records providing unbroken supply chain traceability to the OEM; or (iii) test and inspection records demonstrating the item's authenticity.

c. If Seller becomes aware or suspects that it has furnished Counterfeit Goods to Buyer under this Order, Seller promptly, but in no case later than thirty (30) days from discovery, shall notify Buyer and replace, at Seller's expense, such Counterfeit Goods with OEM or Buyer-approved Goods that conform to the requirements of this Order. Seller shall be liable for all costs related to the replacement of Counterfeit Goods and any testing or validation necessitated by the installation of authentic Goods after Counterfeit Goods have been replaced.

d. Seller bears responsibility for procuring authentic Goods or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this Article.

25. **PRECEDENCE.** Any inconsistencies in this Order shall be resolved in accordance with the following descending order of precedence: (1) face of the Order, including any special terms and conditions; (2) these Terms and Conditions of Purchase and any schedules hereto; and (3) the Statement of Work.

26. **RETENTION OF RECORDS.** Unless a longer period is specified in this Order or by law or regulation, Seller shall retain all records related to this Order for ten (10) years from the date of final payment received by Seller. Records related to this Order include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, Seller shall timely provide access to such records to the US Government and/or Buyer upon request.

27. **SUSPENSION OF WORK.** Buyer's Authorized Procurement Representative may, by written order, suspend all or part of the work to be performed under this Order for a period not to exceed one hundred (100) days. Within such period of any suspension of work, Buyer shall: (i) cancel the suspension of work order; (ii) terminate the Order for convenience; (iii) terminate the Order for default if grounds for default exist; or (iv) extend the stop work period. Seller shall resume work whenever a suspension is canceled. Buyer and Seller shall negotiate an equitable adjustment in the price or schedule or both if: (i) this Order is not canceled or terminated; (ii) the suspension results in a change in Seller's cost of performance or ability to meet the delivery schedule; and (iii) Seller submits a claim for adjustment within twenty (20) days after the suspension is canceled.

### 28. **WORK ON BUYER OR THIRD PARTY PREMISES**

a) "Premises" as used in this clause means premises of Buyer, its customers, or other third parties where work is being performed under this Order.

b) Seller shall ensure that Seller personnel working on Premises comply with any on-premises policies and: (i) do not bring weapons of any kind onto Premises; (ii) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages while on Premises; (iii) do not possess hazardous materials of any kind on Premises without Buyer's authorization; (iv) remain in authorized areas only; (v) do not conduct any non-Buyer related business activities (such as interviews, hirings, dismissals or personal solicitations) on Premises, (vi) do not send or receive non-Buyer related mail through Buyer's or third party's mail systems; (vii) do not sell, advertise or market any products or memberships, distribute printed, written or graphic materials on Premises without Buyer's written permission or as permitted by law; and (viii) follow instruction from Buyer in the event of an actual or imminent safety or environmental hazard on Premises.

c) All persons, property, and vehicles entering or leaving Premises are subject to search.

d) Seller shall promptly notify Buyer and provide a report of any accidents or security incidents involving loss of or misuse or damage to Buyer, customer, or third party intellectual or physical assets, and all physical altercations, assaults, or harassment.

e) Prior to entry on Premises, Seller shall coordinate with Buyer to gain access. Seller shall provide information reasonably required by Buyer to ensure proper identification of personnel, including, but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status. Seller personnel requiring unescorted access to Premises shall, prior to entry, be screened by Seller at no charge to Buyer in a manner satisfactory to Buyer.

f) Seller shall ensure that Seller personnel: (i) do not remove Buyer, customer, or third party assets from Premises without Buyer authorization; (ii) use Buyer, customer, or third party assets only for purposes of this Order; (iii) only connect with, interact with or use computer resources, networks, programs, tools or routines authorized by Buyer; and (iv) do not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. Buyer may periodically audit Seller's data residing on Buyer, customer, or third party assets on Premises.

g) Buyer may, at its sole discretion, have Seller remove any specified employee of Seller from Premises and require that such employee not be reassigned to any Premises under this Order.

h) Violation of this clause may result in termination of this Order in addition to any other remedy available to Buyer at law or in equity. Seller shall reimburse Buyer, customer, or third party for any unauthorized use of Buyer, customer, or third party assets.

i) Seller shall advise the Buyer Procurement Representative of any unauthorized direction or course of conduct.

j) Seller shall immediately report to Buyer all emergencies (e.g., medical, fire, spills or release of any hazardous material) and non-emergency incidents (e.g., job-related injuries or illnesses) affecting the work performed under this Order. Seller shall provide Buyer with a copy of any reports of such incidents Seller makes to governmental authorities.

29. **ENVIRONMENTAL POLICY** - Buyer is committed to managing its operations in a manner that is environmentally responsible, and that protects the current and future environmental interests of the community within which it operates, as described in Buyer's environmental, health & safety policies and procedures. Towards that end the Seller warrants that Seller will:

- (1) Maintain compliance with all federal, state and local environmental laws and regulations;
- (2) Seek to eliminate and/or reduce environmental pollution that may be attributed to the Seller's operation.

30. **CODE OF CONDUCT** - Seller shall comply with following code of conduct:

(1) Personal discounts or other benefits including but not limited to gifts, loans, bribes, kickbacks and entertainment not available to the public or all employees of Buyer shall not be offered to any employees of Buyer by Seller.

(2) Doing business with companies owned or managed by family members or close friends of any employees of Buyer is strictly prohibited unless the relationship is disclosed in advance to those involved in making the decision.

(3) If Seller deals with foreign countries or foreign suppliers, Seller must make sure it understands and follows all laws and regulations regarding import and export compliance, boycotts, and embargoes.

(4) Using, or conveying to others, any material information learned about Buyer or other companies that would reasonably be expected to affect the price of a security or would influence a reasonable person's decision to buy or sell a security if disclosed before it is made public, is prohibited and may be in violation of the insider trading law.

(5) If Seller becomes aware of any unethical behavior of Buyer, Seller must promptly disclose the situation in writing to a purchasing manager, human resource manager, plant or general manager of Buyer.

31. **INDUSTRY SPECIFICATIONS AND STANDARDS** - For all military, federal, and industry specifications and standards, the supplier shall comply with the revision in effect at the time the Buyer's Order is issued. Buyer reserves the right to request a different revision, in such instance the requested revision will be specified on the Order.

32. **EQUAL EMPLOYMENT OPPORTUNITY** - The Seller and Seller's subcontractors shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

33. **SAFETY** - For each item within a shipment imported into the United States under this Order covered by the Toxic Substances Control Act (TSCA), Seller will provide to Buyer a Safety Data Sheet (SDS) that complies with the Occupational Safety & Health Administration's then current Hazard Communication Standard, 29 CFR 1910.1200(g), as may be amended. If the SDS does not include a complete list of the chemical substances intentionally present within the imported item, Seller will provide such a list to Buyer, including the name and applicable Chemical Abstract Service Registry Number for each chemical substance.

34. **ENTIRE AGREEMENT** - This Order (and any long term agreement under which this Order is issued, if one exists) constitutes the entire agreement between the parties with respect to the subject matter herein and therein and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. No waiver, alteration, modification or addition to this Order will be binding unless expressly agreed to in writing and signed by duly authorized representatives of Buyer and Seller. A waiver of any of the terms or conditions hereof will not be deemed a continuing waiver, but will apply solely to the instance to which the waiver is directed.

**SCHEDULE A  
CLAUSES INCORPORATED BY REFERENCE  
FOR ORDERS UNDER U.S. GOVERNMENT CONTRACTS**

The following clauses from the Federal Acquisition Regulation ("FAR") and the Department of Defense FAR Supplement ("DFARS") are applicable to and incorporated by reference into all purchase orders ("Order") issued by Buyer for non-commercial items, see FAR 2.101, in which the ultimate purchaser or end user is the United States Government or any instrumentality thereof. The following clauses shall have the same force and effect as if set forth below in full text. The dates of these clauses are the dates in effect as of the date of the Order issued by Buyer. Seller agrees to flow-down, as required, all applicable FAR and DFARS clauses as such are in effect as of the date of the Order. Seller further agrees that all notifications and other communications required by these clauses shall be made through Buyer's Purchasing Representative, unless the Order specifically provides otherwise.

Except as noted below, the following changes to the FAR and DFARS clauses are made for incorporation of these clauses into the Order in order to make the context of these clauses reflect the contractual relationship between Buyer and Seller: "Contractor" or "prime contractor" or "Offeror" shall mean "Seller." "Government" shall mean "Buyer." "Contracting Officer" shall mean "Buyer's Purchasing Representative." "Contract" or "Schedule" shall mean the Order(s) issued by Buyer to Seller. Provided, however, that the terms "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 its duly authorized representative; (2) when title to property is to be transferred directly to the Government; (3) with regard to FAR 52.203-6, 52.227-1, and 52.227-2; and (4) where specifically modified as noted below:

<u>FAR</u>	<u>TITLE</u>
15.80-4	<b>Certificate of Current Cost or Pricing Data</b>
52.203-3	<b>Gratuities</b>
52.203-5	<b>Covenant Against Contingent Fees</b>
52.203-6	<b>Restrictions on Subcontractor Sales to the Government</b> (applicable if Order exceeds simplified acquisition threshold)
52.203-7	<b>Anti-Kickback Procedures</b> (applicable if Order exceeds \$100,000; omit (c)(1))
52.203-8	<b>Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity</b>
52.203-10	<b>Price or Fee Adjustment for Illegal or Improper Activity</b> (in (c) "prime contractor" means Seller)
52.203-11	<b>Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions</b>
52.203-12	<b>Limitation on Payments to Influence Certain Federal Transactions</b> (applicable if Order exceeds \$100,000; Seller shall submit referenced certification to Buyer as reasonably requested)
52.203-13	<b>Code of Business Ethics and Conduct</b> (applicable if Order exceeds \$5 million and performance period exceeds 120 days)
52.203-14	<b>Display of Hotline Poster(s)</b> (applicable if Order exceeds \$5 million and performance period exceeds 120 days)
52.204-2	<b>Security Requirements</b> (omit (c))
52.208-1	<b>Required Sources for Jewel Bearings and Related Items</b>
52.208-7000	<b>Required Sources for Miniature and Instrumental Ball Bearings</b>
52.208-7001	<b>Required Sources for Precision Components and Mechanical Time Devices</b>
52.210-5	<b>New Material</b>
52.211-5	<b>Material Requirements</b>
52.211-15	<b>Defense Priority and Allocation Requirements</b>
52.212-8	<b>Priorities, Allocations and Allotments</b>
52.214-26	<b>Audit and Records--Sealed Bidding</b> (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1))
52.214-27	<b>Price Reduction for Defective Cost or Pricing Data--Modifications--Sealed Bidding</b> (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); in (e) "United States" means Buyer; Seller shall submit certification to Buyer as reasonably requested, and indemnify and hold Buyer harmless for all loss, damage and expense resulting from Seller's failure to comply ("Seller certification and indemnification"))
52.214-28	<b>Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding</b> (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); Seller certification and indemnification applies)
52.215-1	<b>Examination of records by Comptroller General</b>
52.215-2	<b>Audit and Records--Negotiation</b> (applicable if Order exceeds simplified acquisition threshold; the term "Contracting Officer" in (b), (c) and (e) means the Government's Contracting Officer)
52.215-10	<b>Price Reduction for Defective Cost or Pricing Data</b> (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); in (d) "United States" means Buyer; Seller certification and indemnification applies)
52.215-11	<b>Price Reduction for Defective Cost or Pricing Data - Modifications</b> (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); in (e) "United States" means Buyer; Seller certification and indemnification applies)
52.215-12	<b>Subcontractor Cost or Pricing Data</b> (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); Seller certification and indemnification applies)
52.215-13	<b>Subcontractor Cost or Pricing Data--Modifications</b> (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); Seller certification and indemnification applies)
52.215-14	<b>Integrity of Unit Prices</b> (applicable if Order exceeds simplified acquisition threshold; omit (b))
52.215-15	<b>Pension Adjustments and Asset Reversions</b> (applicable if cost or pricing data required, or preaward or postaward cost determination subject to FAR Part 31)
52.215-18	<b>Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions</b> (applicable if cost or pricing data required, or preaward or post-award cost determination subject to FAR Part 31)
52.215-19	<b>Notification of Ownership Changes</b> (applicable if cost or pricing data required, or preaward or postaward cost determination subject to FAR Subpart 31.2)
52.215-23	<b>Price reduction for Defective Cost or Pricing data Modifications</b>
52.215-25	<b>Subcontractor Cost or Pricing Data - Modifications</b>
52.217-6	<b>Option for Increased Quantity</b> ("Schedule" means Order; written notice within reasonable time determined by Buyer)
52.217-7	<b>Option for Increased Quantity--Separately Priced Line Item</b> ("Schedule" means Order; written notice within reasonable time determined by Buyer)
52.219-8	<b>Utilization of Small Business Concerns</b>
52.219-9	<b>Small Business Subcontracting Plan</b> (applicable if Seller is other than a small business or Order is more than \$550,000)
52.219-13	<b>Utilization of Women-Owned Small Business</b>
52.220-3	<b>Utilization of Labor Surplus Area Concerns</b>
52.222-1	<b>Notice to the Government of Labor Disputes</b>
52.222-4	<b>Contract Work Hours and Safety Standards Act--Overtime Compensation</b> (applicable if Order exceeds \$100,000 and is for noncommercial items; Buyer may withhold or recover from Seller amounts withheld from Buyer because of a violation by Seller or any of its subcontractors)
52.222-20	<b>Walsh-Healey Public Contracts Act</b>
52.222-21	<b>Certification of Non-segregated Facilities</b>
52.222-26	<b>Equal Opportunity</b> (omit (a) and (d))
52.222-35	<b>Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans</b> (applicable if Order exceeds \$100,000)
52.222-36	<b>Affirmative Action for Workers with Disabilities</b>
52.222-37	<b>Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans</b> (applicable if Order exceeds \$100,000)
52.222-39	<b>Notification of Employee Rights concerning Payment of Union Dues or Fees</b> (applicable if Order exceeds simplified acquisition threshold)
52.222-50	<b>Combating Trafficking in Persons</b>

52.222-54	<b>Employment Eligibility Verification</b> (applicable if Buyer's contract with its customer flows down this provision to Buyer)
52.223-2	<b>Clean Air and Water</b>
52.223-3	<b>Hazardous Material Identification and Material Safety Data</b>
52.223-7	<b>Notice of Radioactive Materials</b> (insert 90 days)
52.223-11	<b>Ozone-Depleting Substances</b>
52.223-14	<b>Toxic Chemical Release Reporting</b> (applicable if Order exceeds \$100,000; omit (e))
52.223-18	<b>Encouraging Contractor Policies to Ban Text Messaging While Driving.</b>
52.225-1	<b>Buy American Act--Supplies</b> ("domestic end products" to include items ordered hereunder, whether or not end products themselves)
52.225-2	<b>Buy American Act--Balance of Payments Program Certificate</b> (Seller shall submit certification to Buyer as reasonably requested)
52.225-3	<b>Buy American Act--Free Trade Agreement--Israeli Trade Act</b>
52.225-4	<b>Buy American Act--Free Trade Agreements - Israeli Trade Act Certificate</b> (Seller shall submit certification to Buyer as requested)
52.225-5	<b>Trade Agreements</b>
52.225-6	<b>Trade Agreements Certificate</b> (Seller shall submit certification to Buyer as reasonably requested)
52.225-8	<b>Duty-Free Entry</b> (in (c)(1) change "20 calendar days" to "30 calendar days"; in (c)(2) change "10 calendar days" to "20 calendar days;" in (f) "Government" means the U.S. Government)
52.225-10	<b>Duty Free Entry</b>
52.225-11	<b>Certain Communist Areas</b>
52.225-13	<b>Restrictions on Certain Foreign Purchases</b>
52.225-7011	<b>Preference for Domestic Specialty Metals</b>
52.227-1	<b>Authorization and Consent</b> (applicable if Order exceeds simplified acquisition threshold)
52.227-2	<b>Notice and Assistance Regarding Patent and Copyright Infringement</b> (applicable if Order exceeds simplified acquisition threshold)
52.227-3	<b>Patent Indemnity</b>
52.227-9	<b>Refund of Royalties</b>
52.227-10	<b>Filing of Patent Applications--Classified Subject Matter</b>
52.227-11	<b>Patent Rights--Ownership by the Contractor</b>
52.227-13	<b>Patent Rights--Ownership by the Government</b>
52.227-14	<b>Rights in Data-General</b> (in (b) "Government" means the U.S. Government; in (c)(1) and (e) "contracting officer" means the Government's Contracting Officer)
52.227-16	<b>Additional Data Requirements</b>
52.227-7031	<b>Data Requirements</b>
52.229-3	<b>Federal, State, and Local Taxes</b>
52.230-2	<b>Cost Accounting Standards</b> (applicable if Order exceeds \$650,000 and Seller not exempt from CAS under 48 CFR 9903.201-1; omit (b))
52.230-3	<b>Disclosure and Consistency of Cost Accounting Practices</b> (applicable if Order exceeds \$650,000 and Seller not exempt from CAS under 48 CFR 9903.201-1; omit (b))
52.230-6	<b>Administration of Cost Accounting Standards</b> (applicable if Order exceeds \$650,000 and Seller not exempt from CAS under 48 CFR 9903.201-1; CFAO means Buyer's Purchasing Representative)
52.232-17	<b>Interest</b>
52.233-1	<b>Disputes</b>
52.233-3	<b>Protest after Award</b> (in (f) omit the phrase "and pursuant to the requirements of Subpart 32.6")
52.234-1	<b>Industrial Resources Developed under Defense Production Act Title III</b>
52.242-13	<b>Bankruptcy</b>
52.242-15	<b>Stop Work Order</b>
52.242-17	<b>Government Delay of Work</b>
52.244-6	<b>Subcontracts for Commercial Items</b>
52.245-1	<b>Government Property</b>
52.246-2	<b>Inspection of Supplies--Fixed Price</b>
52.246-16	<b>Responsibility for Supplies</b>
52.246-17	<b>Warranty of Supplies of a Noncomplex Nature</b>
52.246-18	<b>Warranty of Supplies of a Complex Nature</b>
52.247-63	<b>Preference for U.S. Flag Air Carriers</b>
52.247-64	<b>Preference for Privately Owned U.S.-Flag Commercial Vessels</b> (in (c)(1) "subcontractor" means Seller)
52.248-1	<b>Value Engineering</b> (applicable if Order exceeds \$100,000; in (c)(5) and (m) "Government" means the U.S. Government)
52.249-2	<b>Termination for Convenience of the Government (Fixed Price)</b>
52.249-8	<b>Default (Fixed Price Supply and Service)</b>

<u>DFARS</u>	<u>TITLE</u>
252.203-7001	<b>Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies</b> (applicable if Order exceeds simplified acquisition threshold and Buyer is prime contractor to the Government)
252.204-7000	<b>Disclosure of Information</b> (change "45 days" to "60 days")
252.204-7008	<b>Compliance with Safeguarding Covered Defense Information Controls</b>
252.204-7009	<b>Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information</b>
252.204-7012	<b>Safeguarding Covered Defense Information and Cyber Incident Reporting</b>
252.211-7000	<b>Acquisition Streamlining</b> (applicable if Order exceeds \$1 million)
252.211-7003	<b>Item Identification and Valuation</b>
252.219-7003	<b>Small Business Subcontracting Plan (DOD Contracts)</b>
252.219-7004	<b>Small Business Subcontracting Plan (Test Program)</b>
252.223-7001	<b>Hazard Warning Labels</b>
252.225-7000	<b>Buy American Act Balance of Payments Program--Certificate</b> (in (b) "Government" means the U.S. Government; "end products" shall include the items delivered hereunder; Seller shall submit certification to Buyer as reasonably requested)
252.225-7001	<b>Buy American Act and Balance of Payments Program</b> ("domestic end products" to include items ordered hereunder, whether or not end products themselves; Seller shall submit certification to Buyer as reasonably requested)
252.225-7003	<b>Preference for Domestic Specialty Metals</b>
252.225-7008	<b>Preference for Domestic Specialty Metals</b>
252.225-7009	<b>Preference for Domestic Specialty Metals</b>
252.225-7012	<b>Preference for Certain Domestic Commodities</b>
252.225-7013	<b>Duty Free Entry</b>
252.225-7016	<b>Restriction on Acquisition of Ball and Roller Bearings</b>
252.225-7020	<b>Trade Agreements Certificate</b> (Seller shall submit certification to Buyer as reasonably requested)
252.225-7021	<b>Trade Agreements</b> ("end products" shall include the items ordered hereunder)
252.225-7030	<b>Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate</b>
252.225-7035	<b>Buy American Act - Free Trade Agreements - Balance of Payments Program Certificate</b> (Alternate 1 applies if in prime contract; Seller shall submit certification to Buyer as reasonably requested)
252.225-7036	<b>Buy American Act - Free Trade Agreements - Balance of Payments Program</b> (Alternate 1 applies if in prime contract)
252.226-7001	<b>Utilization of Indian Organizations, Indian-Owned Economic Enterprises, &amp; Native Hawaiian Small Business Concerns</b> (applicable if Order exceeds \$500,000)

252.228-7005 Vehicles	<b>Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles</b>
252.243-7001	<b>Pricing of Contract Modifications</b>
252.244-7000	<b>Subcontracts for Commercial Items and Commercial Components (DOD Contracts)</b>
252.246-7003	<b>Notification of Potential Safety Issues</b>
252.247-7023 threshold)	<b>Transportation of Supplies by Sea</b> (applicable if Order exceeds simplified acquisition threshold)
252.247-7024	<b>Notification of Transportation of Supplies by Sea</b>
252.249-7002	<b>Notification of Anticipated Contract Termination or Reduction</b> (applicable if Order exceeds \$100,000; omit (d)(1) and the first five words of (d)(2))