

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. **PRECEDENCE.** Any inconsistencies in this Order shall be resolved in accordance with the following descending order of precedence:

- face of the Order, including any special terms and conditions;
- Attachment A of these Terms and Conditions of Purchase, when applicable;
- these Terms and Conditions of Purchase and any schedules hereto, excluding Attachment A; and
- the statement of work.

4. **INVOICING; PAYMENT; PRICE WARRANTY.** A separate original invoice is required for each shipment under this Order. Unless otherwise stated on the Order, Buyer will pay for the Goods within ninety (90) 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). Payment will be deemed made on the date Buyer's cheque is mailed or payment is otherwise tendered. Buyer will have the right to retain any payments otherwise due to Seller under the Order where Buyer disputes, in good faith, that the Seller has properly performed its obligations under the Order. Under this Order Buyer may set-off against the invoice any sums owed to Buyer by the Seller or recoup payment for any present or future claims that Buyer or its affiliates may have against Seller or its affiliates. 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.

5. **TAXES.** Prices stated include all taxes, impositions, charges and exactions directly applicable to the Goods unless otherwise specified. Notwithstanding the foregoing, Buyer will only be liable for such taxes (such as VAT) that Seller is required by law to collect from Buyer. Prices will not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.

6. **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. Seller shall immediately comply with such change(s) upon receipt of notice, irrespective of the failure of the parties to agree to an equitable adjustment. 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. If Seller claims the cost of any property made obsolete or excess, Buyer shall have the right to prescribe the manner of disposition of the property to include the right to acquire that property for the cost claimed. Failure to agree to any adjustment shall constitute a dispute within the meaning of Section 36 "Disputes". However, nothing in this Order Changes Section shall excuse Seller from proceeding with the Order as changed.

7. **SUSPENSION OF WORK.** Buyer's 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 eighty (180) days without charge to Buyer. Within such period of any suspension of work, Buyer shall:

- cancel the suspension of work order;
- terminate the Order for convenience;
- terminate the Order for default if grounds for default exist; or
- extend the stop work period.

Seller shall resume work whenever a suspension is cancelled. Buyer and Seller shall negotiate an equitable adjustment in the price or schedule or both if:

- this Order is not cancelled or terminated;
- the suspension results in a change in Seller's cost of performance or ability to meet the delivery schedule; and
- Seller submits a claim for adjustment within twenty (20) days after the suspension is cancelled.

8. **PACKING AND CRATING GOODS FOR DELIVERY.** Goods will be suitably prepared for shipment in accordance with the Order or, where no packaging requirements are detailed therein, to secure the lowest transportation rates (unless a premium method is specified on the face hereof) and comply with all carrier regulations and requirements of the applicable law. No charges are allowed for packing, crating, freight express, or cartage unless authorized by Buyer.

9. **DELIVERY.** 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. Unless otherwise stated in the Order, delivery terms are DDP Buyer's facility in accordance with Incoterms 2010. 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. Title to Goods will pass to Buyer at Buyer's dock, unless Goods are rejected under Section 11 "Inspection of Goods; Rejection of Goods and Revocation of Acceptance"; it shall be deemed a non-delivery and upon rejection, title and risk in such Good shall vest in the Seller. 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.

10. **DELAYS.** 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:

- direct expedited routing of Goods, with excess costs paid by Seller, or
- cancel the Order and purchase substitute Goods elsewhere, with resulting excess costs and expenses paid by Seller, or
- require Seller to pay Buyer an amount two percent (2%) of the then current price of the delayed Goods, per day of delay until the effective delivery of such delayed conforming Goods to Buyer, up to a maximum amount of fifty percent (50%) of Goods total price as liquidated damages. The aforementioned liquidated damages shall be calculated as of the date of expiration of a grace period of

two (2) calendar days from the date specified by Buyer in the Order. These liquidated damages shall be invoiced by the Buyer and paid by the Seller within thirty (30) days following the date of the invoice. The Buyer reserves the right to claim additional damages in the event the actual damages exceed the liquidated damages.

11. **INSPECTION OF GOODS; REJECTION OF GOODS AND REVOCATION OF ACCEPTANCE.** All Goods and related facilities will if requested by Buyer 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. Any such tests and/or inspection or 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. Rejected Goods shall be deemed a non-delivery, and upon such rejection, title and risk therein shall revert to the Seller. 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. Goods, which have been rectified following a rejection, shall be subject to a re-inspection and acceptance. 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.

12. **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. Seller shall provide a certificate of conformance with each delivery of Goods at no cost to Buyer. Seller agrees to furnish copies of test and/or control data upon request of Buyer.
- 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:
  - return for credit or refund any defective or nonconforming Goods;
  - require prompt correction or replacement of the defective or nonconforming Goods;
  - repair the defective or nonconforming Goods and charge Seller for all related repair costs, or
  - terminate the Order, in whole or in part, for default.
- 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. At Buyer's option, Buyer may recover resulting damage, loss or claims from Seller by equitable price reduction or credit against any amounts that may be owed to Seller under the Order, or otherwise. 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.
- If Seller error results in a nonconforming delivery being received or if Seller's Goods are rejected at Buyer's facility, Seller may be charged an amount of \$500 as an administrative handling fee.
- Even if the parties disagree about the existence of a breach of warranty, Seller will promptly comply with Buyer's direction to either repair, rework or replace the Goods, or furnish any materials or parts and installation instructions required to successfully correct the defect or non-conformance. If the parties later determine that Seller did not breach this warranty, the parties will equitably adjust any charges.
- Seller shall provide written notification to Buyer within one (1) business day when a non-conformance is determined to exist, or is suspected to exist, on Goods already delivered to Buyer under any Order.

13. **TOOLING.** Buyer, or Buyer's customers, as applicable, 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, custody or control, including any transfer to Seller's subcontractors, 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. Buyer reserves the right to inspect or otherwise audit Buyer Tooling inventory.

14. **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.

15. **MATERIALS.** If Buyer furnishes any material for fabrication under this Order, then:

- Seller will not substitute any other material in such fabrication without Buyer's written consent;
- Buyer's title to such materials shall not be affected by incorporation or attachment to any other property;
- Seller will maintain strict accountability to ensure positive individual lot integrity of finished product; and
- 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 labour and overhead burdens.

16. **END OF LIFE.** In the event Seller intends to replace or discontinue the manufacture of a Good, Seller will give Buyer at least six (6) months' prior written notice and accept additional Orders for such Good until the end of the six (6) month notice period. Seller may not discontinue manufacture of a Good until all outstanding Orders for such Good have been filled.

17. **INDUSTRY SPECIFICATIONS AND STANDARDS.** For all military, regulatory, and industry specifications and standards, the Seller 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.



## TERMS AND CONDITIONS OF PURCHASE

(applicable to all PCC Airframe business units located in Canada, Mexico,  
Brazil, Japan and Taiwan)

Rev.5/2019

18. **RIGHT OF ENTRY** - During the performance of this Order, Seller will ensure right of entry for inspection, surveillance or any other purpose deemed necessary by Buyer and will provide all reasonable facilities to Buyer, Buyer customers, departments, agencies or instrumentalities of the United States Government and to the FAA or other aviation authorities, upon written approval by Buyer, to inspect and evaluate Seller's and Seller's subcontractor's or supplier's facilities, systems, data, equipment, personnel and any articles that will be incorporated into the Goods..
19. **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. Quality records pertaining to non-conformance will be retained and available at all reasonable times for the life of the aircraft. At no additional cost, Seller shall timely provide access to such records to the Government, regulatory authorities and/or Buyer upon request. At the expiration of such periods, Seller will notify Buyer of its intent to destroy such records. Buyer will either approve of the destruction or request delivery of such records. In the event Buyer chooses delivery of the records, Seller will promptly deliver such records to Buyer at no additional cost on media agreed to by both parties. Buyer will treat all information disclosed under this Section as confidential, unless required by government contracting regulations.
20. **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 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-labelled, 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 mismarked 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 Section.
21. **WORK ON BUYER OR THIRD PARTY PREMISES**  
a) "Premises" as used in this Section 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 Section 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.
22. **CANCELLATION**  
a) 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:  
i) cease performance under the Order upon receipt of notification of cancellation (unless otherwise specified by Buyer)  
ii) place no further subcontracts or purchase orders for materials, services, or facilities, except as necessary to complete the continued portion of the Order  
iii) terminate all subcontracts and purchase orders to the extent they relate to the work terminated  
iv) assign to Buyer, as directed by Buyer, all right, title, and interest of Seller under the subcontracts and purchase orders terminated, in which case Buyer shall have the right to settle or to pay any termination settlement proposal arising out of those terminations with approval or ratification to the extent required by Buyer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts or purchase orders; the approval or ratification will be final for purposes of this Section  
v) as directed by Buyer, transfer title and deliver to Buyer:  
(1) the fabricated or un-fabricated Goods, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and  
(2) the completed or partially completed plans, drawings, information, tooling, equipment, and other property that, if the Order had been completed, would be required to be furnished to Buyer  
vi) continue performance of the work not terminated  
viii) take any action that may be necessary, or that Buyer may direct, for the protection and preservation of the property related to the Order that is in the possession of Seller and in which Buyer has or may acquire an interest  
ix) use its best efforts to sell, as directed or authorized by Buyer, any property of the types referred to in subparagraph (vi) above; provided, however, that Seller:  
(1) is not required to extend credit to any purchaser; and  
(2) may acquire the property under the conditions prescribed by, and at price approved by Buyer.  
b) Buyer agrees to consider reasonable reimbursement to Seller for finished Goods and work in process upon Seller's submission of supporting documentation within 20 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. Notwithstanding the foregoing, Buyer shall not in any event be required to pay any amounts in excess of the Order total price.  
c) To the extent that subcontracts or purchase orders are not assigned to Buyer, Seller shall indemnify, defend, and hold harmless Buyer from and against any and all claims, suits, and proceedings against Buyer by any subcontractor or supplier of Seller with respect to such cancellation, and any and all reasonable costs and expenses incurred by Buyer in connection with the defense or settlement of any such claims, suits, or proceedings.  
d) In the event of a default, Buyer may manufacture, produce or provide, or may engage any third party to manufacture, produce or provide, any Goods in substitution for the Goods to be delivered or provided by Seller. In addition to any other remedies or damages available to Buyer hereunder or at law or in equity, Buyer may recover from Seller the difference between the price for each such Good and the aggregate expense, including, without limitation, administrative and other indirect costs, paid or incurred by Buyer to manufacture, produce or provide, or engage third parties to manufacture, produce or provide, each such Good.
23. **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.
24. **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:  
a) treated as Buyer's confidential information, segregated from Seller's property, and individually marked and identified as Buyer's property;  
b) used by Seller exclusively for the purpose of completing this Order; and  
c) 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.
25. **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 defence of Buyer hereunder.
26. **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 - £10,000,000 each accident;  
c) Commercial General Liability - £10,000,000 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.  
Seller will ensure that any subcontractor who is used by Seller in the performance of the Order, carries and maintains commercial general liability insurance, workers' compensation coverage, and employer's liability coverage with limits as stated above. Deductibles, premiums, and any losses arising out of failure of subcontractors to carry the same insurance, will be the responsibility of Seller. 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.



## TERMS AND CONDITIONS OF PURCHASE

(applicable to all PCC Airframe business units located in Canada, Mexico, Brazil, Japan and Taiwan)

Rev.5/2019

27. **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 indirect, consequential, or incidental damages.
28. **PUBLICITY** Seller and its subcontractors will not release any publicity, advertisement, news release, denial or confirmation, regarding the Order, the program to which it pertains, or the Good(s) provided without Buyer's written approval. Seller will be liable to Buyer for any breach of such obligation.
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:
- Maintain compliance with all federal, state and local environmental laws and regulations;
  - Seek to eliminate and/or reduce environmental pollution that may be attributed to the Seller's operation;
  - Convey the requirements of this Section to its subcontractors.
30. **CODE OF CONDUCT.** Seller shall comply with following code of conduct:
- 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.
  - 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.
  - 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.
  - 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.
  - If Seller becomes aware of any unethical behaviour of Buyer, Seller must promptly disclose the situation in writing to a purchasing manager, human resource manager, or general manager of Buyer.
  - Seller and its subcontractors will comply with the PCC Supplier Integrity Guide residing at <http://www.pccaero.com/documents/pcc-supplier-integrity-guide.pdf>.
31. **COMPLIANCE WITH LAWS; TRADE CONTROLS.** In performing work under this Order, Seller and its subcontractors will comply with all applicable laws, and the rules and regulations of any governmental authority. This includes strict compliance with all applicable laws and regulations governing imports, exports and trade remedies under local law, U.S., or other relevant jurisdictions. Seller confirms that it is not in any part owned or controlled by a party designated on a restricted or denied party list administered by a local, U.S. or other government agency, and, if that status changes in the future, Seller will immediately notify Buyer. 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.
32. **CONFLICT MINERALS.** Buyer is committed to compliance with the U.S. Securities and Exchange Commission's ("SEC") disclosure requirements with respect to "conflict minerals" issued pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. The SEC's final rules define "conflict mineral" as tantalum, tin, tungsten and gold and their derivatives, as well as the metal ore from which any of these minerals is extracted. Seller commits to supply only those conflict minerals that are sourced either exclusively from recycled or scrap sources or CFSI approved smelters or originate outside of the Democratic Republic of the Congo and adjoining countries ("conflict free" minerals). Seller will provide immediate notification in writing of any of the minerals named above, items derived therefrom or products manufactured therewith that are not conflict free. Seller will also provide a certification regarding the source of any of these minerals during Buyer's annual solicitation process.
33. **TOXIC OR HAZARDOUS MATERIAL OR SUBSTANCES.**
- Seller warrants that, if the Order involves delivery of any hazardous material, the packaging and shipment of such material will be made in accordance with all applicable laws, and Seller shall submit a copy of a current Safety Data Sheet (SDS) to Buyer's Safety Manager prior to delivery of any hazardous material.
  - Seller will provide any product-related information requested by Buyer to ensure Buyer's compliance with applicable law. 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 other applicable information for each chemical substance
  - Seller further represents and warrants that the Goods and any substances contained therein or utilized in the production thereof are not prohibited or restricted by, and will be supplied and utilized in compliance with, all applicable environmental Laws, including but not limited to European Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (hereinafter "REACH"), and that nothing prevents the import, sale, or transport of the Goods or substances in Goods in any country or jurisdiction in the world and that all such Goods and substances are appropriately labelled, if labelling is required, and have been registered and/or notified and/or authorized under REACH, if registration, notification, and/or authorization is required. Seller shall bear all costs, charges and expenses related to registration, evaluation and authorization under REACH of the Goods and substances in Goods that are the subject of the Order.
  - Seller shall, at Seller's expense, timely provide Buyer with all relevant information, on the Goods and any substances contained therein or utilized in the production thereof, as Buyer determines to be necessary for Buyer and/or Buyer's customers to timely and accurately fulfil their obligations under REACH and other applicable laws.
34. **INDEPENDENT CONTRACTOR STATUS.** The relationship of Seller to Buyer shall be that of an independent contractor, and nothing herein contained shall be construed as creating any employer/employee, agency, partnership, or other relationship of any kind. Seller's employees, subcontractors, agents or representatives involved in the performance of the Order shall at all times be under Seller's direction and control. Seller shall pay all wages, salaries, and other amounts due such persons in connection with the Order, and shall be responsible for all reports and obligations for such persons, including, but not limited to, Social Security and income tax withholdings, unemployment compensation, worker's compensation premiums, and equal employment opportunity reporting.
35. **APPLICABLE LAW** The Order shall be governed by the laws of the State of New York, U.S.A. In the event of any controversy or claim arising out of or relating to this contract, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, use their best efforts to reach a solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, any such controversy or claim shall be settled by arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution. The arbitral tribunal shall consist of three arbitrators. The place of arbitration shall be Singapore. The language of the arbitration shall be English. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof..
36. **DISPUTES.** 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. Upon mutual agreement, the parties may engage a neutral mediator to facilitate resolution of the dispute.
37. **SEVERABILITY.** If any term contained within the Order or any other component of the Order is deemed to be invalid, illegal, or incapable of being enforced by applicable law or public policy, all other terms of the Order will remain in full force and effect. Upon any such determination, the parties will negotiate in good faith to modify the remaining terms so as to affect the original intent of the parties.
38. **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. No failure or delay on the part of the Buyer to exercise any right, power or remedy will operate as a waiver thereof, nor will any single or partial exercise of the same by Buyer preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All of Buyer's rights and remedies under this Order or at law are cumulative and non-exclusive.
39. **FAR & DFARS FLOWDOWN CLAUSES.** When Goods furnished by the Seller to Buyer for use in connection with a U.S. Government contract or subcontract, in addition to Buyer's Terms and Conditions of Purchase, the provisions of Attachment A shall apply, as required by the terms of the prime contract, or by operation of law or regulation. The inclusion of Attachment A shall be identified in the Order.

## TERMS AND CONDITIONS OF PURCHASE

(applicable to all PCC Airframe business units located in Canada, Mexico,  
Brazil, Japan and Taiwan)

Rev.5/2019

### ATTACHMENT A

- 1) The following clauses from the Federal Acquisition Regulation ("FAR") and the Department of Defense FAR Supplement ("DFARS") are incorporated by reference into this Order. The following clauses shall have the same force and effect as if set forth below in full text, and are applicable, including any notes following the clause citation, to this Order. 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. The Contracts Disputes Act shall have no application to this Order, and nothing in this Contract grants Seller a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Order. Seller shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and DFARS clauses included in this Order. Seller shall indemnify and hold harmless Buyer to the full extent of any loss, damage, or expense resulting from Seller's failure to include a required clause in its subcontracts and purchase orders. 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.
- 2) If Buyer was required to submit certified cost or pricing data to its customer or the U.S. Government, Seller shall indemnify and hold harmless Seller to the full extent of any loss, damage or expense resulting from Seller's failure to provide Buyer or the Government with accurate and complete cost or pricing data.
- 3) Seller agrees that upon request of Buyer it will negotiate in good faith with Buyer relative to amendments to this Order to incorporate additional provisions herein or to change provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the applicable prime contract. If any such amendment to this Order causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Order, an equitable adjustment shall be made pursuant to the "Changes" clause of this Order.
- 4) Buyer shall be solely responsible for all liaison and coordination with Buyer's customer, including the U.S. Government, as it affects the applicable prime contract, this Order, and any related contract.
- 5) If Buyer furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information ("Furnished Items") which the U.S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that Buyer acting on its own behalf, may modify or limit any rights the U.S. Government may have to authorize the Seller's use of such Furnished Items in support of other U.S. Government prime contracts.
- 6) If so identified, this Order is a "rated order" certified for national defense use, and Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).
- 7) 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.
- 8) The following FAR clauses are applicable as identified below:
  - 52.203-3 Gratuities;
  - 52.203-6 Restrictions on Subcontractor Sales to the Government (applicable if the Order exceeds the simplified acquisition threshold);
  - 52.203-7 Anti-Kickback Procedures (including subparagraph (c)(5) but excepting subparagraph (c)(1), for all Orders which exceed \$150,000);
  - 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (applicable if the Order exceeds \$150,000);
  - 52.203-13 Contractor Code of Business Ethics and Conduct (applicable if the Order has a value in excess of \$5.5 million and a performance period of more than 120 days);
  - 52.203-14 Display of Hotline Poster(s) (applicable if the Order exceeds \$5.5 million, except when the Order is for the acquisition of a commercial item or is performed entirely outside the United States);
  - 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (applicable if the Order is funded in whole or in part with Recovery Act funds);
  - 52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (applicable for all Orders over the simplified acquisition threshold);
  - 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
  - 52.204-2 Security Requirements (applicable if the Order involves access to classified information);
  - 52.204-9 Personal Identity Verification of Contractor Personnel (applicable if the Seller's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system);
  - 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards;
  - 52.204-21 Basic Safeguarding of Covered Contractor Information Systems;
  - 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (applicable if the Order exceeds \$35,000 in value and is not a subcontract for commercially available off-the-shelf items);
  - 52.211-5 Material Requirements;
  - 52.211-15 Defense Priority and Allocation Requirements
  - 52.215-2 Audit and Records – Negotiation (applicable if the Order exceeds the simplified acquisition threshold, and (1) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these; (2) for which certified cost or pricing data is required; or (3) requires the Seller to furnish reports as discussed in paragraph (e) of this clause);
  - 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data;
  - 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data – Modifications;
  - 52.215-12 Subcontractor Certified Cost or Pricing Data;
  - 52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications;
  - 52.215-14 Integrity of Unit Prices (applicable for Orders other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products);
  - 52.215-15 Pension Adjustments and Asset Reversions (applicable if the Order meets the applicability requirement of FAR 15.408(g));
  - 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (applicable if the Order meets the applicability requirements of FAR 15.408(j));
- 9) The following DFARS clauses are applicable as identified below:
  - 52.215-19 Notification of Ownership Changes (applicable if the Order meets the applicability requirement of FAR 15.408(k));
  - 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data;
  - 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications;
  - 52.215-23 Limitations on Pass-Through Charges (applicable for all Orders which are cost-reimbursement subcontracts or fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4);
  - 52.219-8 Utilization of Small Business Concerns;
  - 52.219-9 Small Business Subcontracting Plan;
  - 52.222-1 Notice to the Government of Labor Disputes;
  - 52.222-4 Contract Work Hours and Safety Standards -- Overtime Compensation (applicable if the Order may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts);
  - 52.222-21 Prohibition of Segregated Facilities;
  - 52.222-22 Previous Contracts and Compliance Reports;
  - 52.222-26 Equal Opportunity;
  - 52.222-35 Equal Opportunity for Veterans (applicable if the Order is \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor);
  - 52.222-36 Equal Opportunity for Workers With Disabilities (applicable if the Order is in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary of Labor);
  - 52.222-37 Employment Reports on Veterans (applicable if the Order is in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary of Labor);
  - 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (applicable if the Order exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009);
  - 52.222-41 Service Contract Labor Standards;
  - 52.222-50 Combating Trafficking in Persons (The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that (A) as for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and (B) has an estimated value that exceeds \$500,000);
  - 52.222-54 Employment Eligibility Verification (applicable if the Order is (A) for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) construction; (B) has a value of more than \$3,500; and (C) includes work performed in the United States);
  - 52.222-55 Minimum Wages Under Executive Order 13658 (applicable to Orders that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States).
  - 52.223-3 Hazardous Material Identification and Material Safety Data
  - 52.223-7 Notice of Radioactive Materials (applicable if the Order is for radioactive materials meeting the criteria in paragraph (a) of this clause);
  - 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons;
  - 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (applicable if the Order exceeds the micro-purchase threshold);
  - 52.225-1 Buy American—Supplies;
  - 52.225-5 Trade Agreements
  - 52.225-8 Duty-Free Entry (applicable if the Order has Products to be accorded duty-free entry will be imported into the customs territory of the United States; or other foreign supplies in excess of \$15,000 may be imported into the customs territory of the United States);
  - 52.225-13 Restrictions on Certain Foreign Purchases;
  - 52.227-1 Authorization and Consent;
  - 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (if the Order is expected to exceed the simplified acquisition threshold);
  - 52.227-3 Patent Indemnity;
  - 52.227-9 Refund of Royalties
  - 52.227-14 Rights in Data – General
  - 52.228-4 Workers Compensation and War-Hazard Insurance Overseas;
  - 52.228-5 Insurance -- ;Work on a Government Installation (applicable if the Order requires work on a U.S. Government installation);
  - 52.230-2 Cost Accounting Standards;
  - 52.230-3 Disclosure and Consistency of Cost Accounting Practices;
  - 52.230-5 Cost Accounting Standards -- Educational Institution;
  - 52.230-6 Administration of Cost Accounting Standards
  - 52.232-17 Interest;
  - 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (applicable for Orders with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items);
  - 52.233-3 Protest After Award;
  - 52.234-1 Industrial Resources Developed Under Title III, Defense Production Act;
  - 52.242-13 Bankruptcy;
  - 52.242-15 Stop-Work Order;
  - 52.243-1 Changes-Fixed-Price;
  - 52.243-6 Change Order Accounting;
  - 52.244-5 Competition in Subcontracting;
  - 52.244-6 Subcontracts for Commercial Items;
  - 52.245-1 Government Property;
  - 52.246-2 Inspection of Supplies -- Fixed-Price;
  - 52.246-4 Inspection of Services -- Fixed-Price;
  - 52.247-63 Preference for U.S.-Flag Air Carriers;
  - 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels;
  - 52.248-1 Value Engineering;
  - 52.249-2 Termination for Convenience of the Government (Fixed-Price);
  - 52.249-8 Default (Fixed-Price Supply and Service);
  - 52.249-14 Excusable Delays;
- 9) The following DFARS clauses are applicable as identified below:
  - 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies (applicable for all Orders exceeding the simplified acquisition threshold in Part 2 of the FAR, except those for commercial items or components);



## TERMS AND CONDITIONS OF PURCHASE

(applicable to all PCC Airframe business units located in Canada, Mexico,  
Brazil, Japan and Taiwan)

Rev.5/2019

- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights;
- 252.203-7003 Agency Office of the Inspector General;
- 252.203-7004 Display of Hotline Posters (applicable to all Orders which exceed \$5.5 million except when the Order is for the acquisition of a commercial item);
- 252.204-7000 Disclosure of Information;
- 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information;
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting;
- 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support;
- 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material;
- 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism;
- 252.211-7000 Acquisition Streamlining (applicable if the Order is over \$1.5 million);
- 252.211-7003 Item Unique Identification and Valuation;
- 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements;
- 252.223-7001 Hazard Warning Labels;
- 252.223-7002 Safety Precautions for Ammunition and Explosives;
- 252.223-7003 Change in Place of Performance--Ammunition and Explosives;
- 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials;
- 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives;
- 252.223-7008 Prohibition of Hexavalent Chromium;
- 252.225-7001 Buy American and Balance of Payments Program;
- 252.225-7002 Qualifying Country Sources as Subcontractors;
- 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (applicable for Orders containing items covered by the United States Munitions List);
- 252.225-7008 Restriction on Acquisition of Specialty Metals;
- 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals;
- 252.225-7010 Commercial Derivative Military Article—Specialty Metals Compliance Certificate;
- 252.225-7012 Preference for Certain Domestic Commodities;
- 252.225-7013 Duty-Free Entry;
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings;
- 252.225-7021 Trade Agreements;
- 252.225-7025 Restriction on Acquisition of Forgings;
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments;
- 252.225-7033 Waiver of United Kingdom Levies (applicable for Orders exceeding \$1 million where the Buyer is a U.K. firm);
- 252.225-7036 Buy American—Free Trade Agreements—Balance of Payments Program;
- 252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (applicable for all Orders where Seller's personnel are supporting U.S. Armed Forces deployed outside the United States in: (1) contingency operations; (2) peace operations consistent with Joint Publication 3-07.3; or (3) other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.);
- 252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States;
- 252.225-7048 Export-Controlled Items;
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns;
- 252.227-7013 Rights in Technical Data--Noncommercial Items;
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation;
- 252.227-7015 Technical Data--Commercial Items;
- 252.227-7016 Rights in Bid or Proposal Information;
- 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions;
- 252.227-7019 Validation of Asserted Restrictions--Computer Software;
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;
- 252.227-7026 Deferred Delivery of Technical Data or Computer Software;
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software;
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government;
- 252.227-7030 Technical Data--Withholding of Payment;
- 252.227-7037 Validation of Restrictive Markings on Technical Data;
- 252.227-7038 Patent Rights—Ownership by the Contractor (Large Business);
- 252.227-7039 Patents--Reporting of Subject Inventions;
- 252.228-7001 Ground and Flight Risk;
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles;
- 252.231-7000 Supplemental Cost Principles;
- 252.235-7003 Notice of Cost and Software Data Reporting System;
- 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers;
- 252.239-7010 Cloud Computing Services;
- 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services;
- 252.239-7018 Supply Chain Risk;
- 252.243-7001 Pricing of Contract Modifications;
- 252.243-7002 Requests for Equitable Adjustment;
- 252.244-7000 Subcontracts for Commercial Items;
- 252.246-7001 Warranty of Data;
- 252.246-7003 Notification of Potential Safety Issues;
- 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System;
- 252.246-7008 Sources of Electronic Parts;
- 252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (applicable if Seller is a with motor carrier, broker, or freight forwarder);
- 252.247-7023 Transportation of Supplies by Sea;
- 252.247-7024 Notification of Transportation of Supplies by Sea;
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction;