

Purchase Order Terms and Conditions

Government Contracts

1. **ACCEPTANCE:** This purchase order represents Company's offer to purchase the goods or services ordered strictly in accordance with its stated terms and conditions. Seller's acceptance of this purchase order is expressly limited to the terms and conditions stated and no additional or different terms shall be binding on Company unless agreed to by Company in a writing signed by Company's authorized representative. Seller shall be deemed to have accepted this purchase order by signing and returning the acknowledgement copy, by failure to deliver a written objection to this offer within 5 days of receipt, or by commencing work on the goods or services ordered. If any term or condition of this purchase order is invalid, illegal or unenforceable, the remaining terms and conditions of this purchase order shall remain in effect.
2. **PAYMENT:** Payment and discount period referred to on face of this purchase order begins from date of invoice, date of receipt of goods at destination, and final inspection and acceptance of goods by Company and/or United States Government (Government), whichever occurs last, subject to Company's receipt of properly executed bill of lading. Any overshipment or substitution of goods made by Seller shall entitle Company to withhold payment for entire shipment pending its approval of the overshipment or substitution without loss of discount privileges. Where variance appears between purchase order and invoice in respect to price or payment terms, Company shall be entitled to most favorable terms. When terms of delivery or conditions of this order are F.O.B. Company's plant, all transportation charges (including switching charges) shall be paid by Seller. All rate reductions affecting delivery under this order shall be for the account of Company. No allowance shall be made for packing, cartage, crating or storage unless stated herein. Seller shall pack, mark and ship all goods in accordance with requirements of this order to be in compliance with transportation regulations and good practices for protection and shipment.
3. **SHIPMENT AND DELIVERY:** All shipments and deliveries shall be strictly in accordance with the quantities, schedules and shipping instructions stated in this purchase order. Goods shall be shipped FOB Company's plant unless otherwise stated on the face of this purchase order. Title and risk of loss shall pass at the FOB point, subject to inspection and acceptance as described herein. Time is of the essence in performance of this purchase order. Seller shall not make advance, late, short or excess deliveries without Company's prior written approval. Company reserves the right to cancel this purchase order (or any part thereof) without liability if delivery is not made within the time specified, or, if no time is specified, within a reasonable time. Seller agrees to pay to Company any penalty or damages imposed upon or incurred by Company resulting from the failure of Seller to deliver the goods ordered in accordance with the quantities, schedules and shipping instructions stated in this purchase order.
4. **CHANGES:** Company may at any time, by a written order, make changes within the general scope of this order of any one or more of the following: (1) Drawings, designs, or specifications, when the supplies to be furnished are to be specially manufactured in accordance therewith; (2) Method of shipment or packing; (3) Place of delivery; or (4) Delivery schedule. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this order, Company shall make an equitable adjustment in the contract price, delivery schedule, or both, and shall modify this order in writing. Seller must assert its right to adjustment under this clause within 20 days from date of receipt of the written order. However, if Company decides that the facts so justify, then Company may receive and act upon a proposal submitted before final payment of this order. However, nothing in this clause shall excuse the Seller from proceeding with this order as changed.
5. **PRODUCT DESIGN CHANGES:** No product design changes by Seller are authorized until Seller first obtains the signature of Company's authorized representative.
6. **TERMINATION:**
 - (a) **Default:** Company may by written notice of default to Seller terminate this order in whole or in part if Seller fails to (a) Deliver the supplies or to perform the work within the time specified in this order or any written extension; (b) Make progress so as to endanger performance of this order or (c) Perform any of the other provisions of this order. However, with respect to the provisions of (b) and (c) Company's right to terminate may be exercised if Seller does not cure such failure within ten days after receipt of the notice from Company specifying the failure. In addition to other damages recoverable by Company for Seller's default, Seller is liable to Company for costs associated with procurement by Company. Seller shall transfer at the sole discretion of Company completed supplies, work in process and any tools furnished by Company or by the Government. Except for default of subcontractors or suppliers of Seller, Seller shall not be liable for excess costs if the failure to perform the order arises from causes beyond the control and without the fault or negligence of Seller. If after termination for default it is determined that Seller was not in default or that default was excusable, the rights and obligations of Company and Seller shall be the same as if

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the termination had been issued for convenience of Company. The rights and remedies of Company in this clause are in addition to any other rights and remedies provided by law or under this order.

(b) For Convenience: Company may terminate work without cause under this order in whole or in part at any time by written notice. The notice shall state the extent and effective date of such termination, and upon receipt thereof, Seller will, to the extent directed by Company, stop work under this order and the placement of further orders or subcontracts and shall take any necessary action to protect property in Seller's possession in which Company of the Government has or may acquire an interest. In event of such termination, Seller shall submit a final termination settlement proposal pursuant to Federal Acquisition Regulation ("FAR") Part 49 in effect on the purchase order date and shall do so within six months of the termination. If the Government fails to conduct an audit of Seller's books and records, an audit may be conducted by or on behalf of Company. Except as specifically provided herein, the rights and obligations of Seller and Company are governed by the termination for convenience of the Government clause FAR 52.249-2 except that "Government" or "Contracting Office" shall mean Company and "contractor" shall mean Seller unless the context and FAR Part 49 confers rights upon the Government and/or Company. Company's liability to Seller shall be limited to the extent of Company's recovery of compensation from the Government. For completed items or materials, Company shall either require delivery of all or part of the completed supplies and make payment at the order price, or (without taking delivery) pay Seller the difference, if any, between the order price and the market price (if lower) at the time of termination. For uncompleted items or raw or semi-processed materials, Company shall either require Seller to deliver all or part of such supplies at the portion of the order price representing the stage of completion reduced by the higher of the market or scrap value of the supplies at that stage of completion.

(c) Insolvency: In the event of any proceedings against Seller, voluntary or involuntary, in bankruptcy or insolvency or for the appointment of a receiver or trustee, or an assignment for the benefit of creditors of Seller, Company may at its sole discretion terminate this order in whole or in part, subject to all rights and remedies of Company at law.

(d) Termination by Company under this section shall not relieve Seller of any of Seller's obligations with respect to goods or services furnished prior to the effective date of termination.

7. **COMPLIANCE WITH LAWS AND REGULATIONS:** Seller shall comply with all applicable Federal, State and local laws and regulations and shall indemnify Company and the Government from any liability, expense or loss resulting from Seller's failure to do so. Without limiting the foregoing, Seller shall comply with all requirements of the Occupational Safety and Health Act of 1970 and any amendments thereof and any provisions relating to cost or pricing data of Seller. Seller agrees to safeguard and comply with all laws and regulations regarding the proper handling and nondisclosure of all secret, confidential or restricted information that may be disclosed to it or developed by it in connection with work under this order.
8. **INDEMNITY:** Seller hereby indemnifies and holds harmless Company from any and all claims actions and demands for injuries or damages to persons or property relating to performance or negotiation of this order. Seller agrees to furnish a certificate from its insurance carriers with adequate workmen's compensation, public liability, automobile liability and property damage insurance which shall show the amount of coverage, number of policy and date of expiration. If Seller is a self-insurer for workmen's compensation, he shall furnish a certificate to Company from the Department of Labor of the State in which the labor is to be performed. Seller warrants that use or sale of the goods under this order shall not infringe any patent and hereby agrees to indemnify Company and/or the United States Government from any such infringement, shall defend any suit brought against Company and/or the Government and shall reimburse Company from any loss or judgment including all court costs and attorneys fees. Seller further agrees to comply with all applicable laws and regulations, and to indemnify Company from any claims in regard thereto.
9. **ASSIGNMENT AND SUBCONTRACTING:** Neither this order nor any interest herein may be assigned in whole or in part by Seller without the prior written consent of Company. Neither all nor substantially all of this order may be further subcontracted by Seller without the prior written consent of Company. If this order is issued under a Government contract, it may be assigned by Company to the Government and, upon the Government's acknowledgment of such assignment, Seller shall look to the Government for payment.
10. **INSPECTION:** Company, Company's buyer and/or the Government have rights to inspect the goods covered by this order either at the place of manufacture or at place of delivery, and acceptance of said goods by Company shall be dependent upon final inspection and acceptance thereof by the authorized representative of the Government if Government inspection is conducted. FAR 52.246-2, Inspection of Supplies— Fixed Price (Please also note that if the contract is of the cost reimbursement type then the correct citation is to "FAR 52.246-3, Inspection of

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Supplies—Cost-Reimbursement"), is hereby incorporated by reference except that "Contractor" means Seller and "Government" as it appears in the first and fourth sentences of Paragraph (b) thereof means Government and Company , except that an inspection system accepted by the Government will be deemed acceptable to Company , and in paragraph (k) thereof the terms "Contracting Office" or "Government" means Government or Company . Provisions in the clause relating to access, rights to inspection, safe protection and relief from liability apply equally to Company and the Government. At Company's option defective goods may be returned at Seller's expense for full credit or replacement, subject to all rights and remedies of Company at law.

11. **WARRANTY:** By furnishing supplies under this order, Seller expressly warrants that (i) it will be free from defects in materials and workmanship and safe to use; (ii) will be merchantable and in full conformity with Seller's specifications, drawings and data, and Seller's descriptions, promises or samples; (iii) will be fit for the ordinary purposes for which such supplies are used; (iv) will be of good quality within the description of this Order; (v) will be adequately contained, packaged and labeled; (vi) will conform to the terms of this Order; (vii) will be fit for Company 's intended use, provided Seller has reason to know of such use; and (viii) that Seller will convey good title to the supplies, free and clear of all liens, claims and encumbrances. This warranty is in addition to implied warranties to Company at law. No approval of design by Company furnished by Seller shall constitute a waiver by Company of Seller's obligations hereunder. In addition to Company's remedies at law, Company may, for breach of any warranty, and at its option and at Seller's expense, require Seller to repair promptly or replace defective supplies or return same for credit, and in addition, Seller shall be liable for any costs for incidental or consequential damage incurred by Company with respect to any defective or delinquent supplies. All warranties shall run to Company and its customer.
12. **COMPANY 'S INTELLECTUAL PROPERTY AND TOOLING:** All inventions, ideas, concepts, trademarks, know-how, designs, specifications, drawings, documents, materials, tools, jigs, fixtures, methods, processes and other property, owned or paid for by Company , shall be the property of Company , subject to removal at any time without cost or expense to Company . All property of Company shall be identified and marked as such, used only for Company 's purchase orders and covered by adequate liability, damage and fire insurance (including extended coverage) for its fair and reasonable value. Seller shall assume full liability for and maintain and repair all property of Company in its possession or control and shall, on request, return the same to Company in good condition, reasonable wear and tear excepted. Seller shall provide Company with inventories of all property of Company in its possession or control when requested by Company and certify to Company that all use thereof is expended on Company 's purchase orders.
13. **PRICING:** Seller warrants that prices for the goods and services ordered are not less favorable than those currently extended to any other customer of Seller for the same or like goods or services (whether in like or smaller quantities), and are otherwise in accordance with all applicable price laws and regulations. If Seller establishes or offers a lower price for the goods or services ordered (whether in like or smaller quantities) from the date of acceptance of this purchase order by Seller to the date goods or services are invoiced to Company , Seller agrees to reduce the prices stated in this purchase order correspondingly.
14. **CONFIDENTIALITY:** Seller shall not make or authorize any news release, advertisement or other disclosure regarding the existence or substance of this purchase order without the prior written consent of Company. Seller shall keep confidential all information provided to Seller related to the performance of this purchase order, including, but not limited to, statements of work, specifications, drawings, designs, processes and other technical or business information, and shall use such information only in the performance of Company's purchase orders. Upon completion, cancellation or termination of Company's purchase orders, Seller shall, at Seller's expense, return to Company or destroy all documents or other media containing or incorporating any of the information and, on request, provide a certificate confirming the return or destruction of all such material. Seller shall include a provision comparable to this section in all subcontracts relating to the goods or services ordered.
15. **TAXES:** All applicable federal, state and local taxes shall be listed separately on Seller's invoice, and such taxes shall not be payable if Company provides an appropriate exemption certificate. If not listed separately on Seller's invoice, Seller assumes responsibility for paying all applicable taxes, and shall indemnify Company against all liabilities, damages, fines, penalties, interest, costs and expenses (including, but not limited to, attorneys' fees) arising from the failure to pay such taxes in a timely manner.
16. **REMEDIES AND WAIVER:** The remedies provided Company in these terms and conditions shall be cumulative and in addition to any other remedies provided herein, by law or in equity. No waiver by Company of any right or remedy under these terms and conditions shall be effective unless in writing signed by Company's authorized representative. Neither failure nor any delay in exercising any right, power or privilege under these terms and conditions will operate as a waiver of such right, power or privilege. No single or partial exercise of any such

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right, power or privilege by Company will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver that may be given by Company will be applicable except in the specific instance for which it is given.

17. **DISPUTES AND APPLICABLE LAW:** This order will be construed and interpreted according to Federal common law of Government contracts and by all applicable Federal and local statutes and regulations. The FAR may be obtained from U.S. Government Printing Office, Washington, D.C. To the extent that Federal law of Government contracts is not dispositive, the law of the State of California shall apply. Any judicial proceeding commenced by Company or Seller shall be in a court of competent jurisdiction in the State of California in the County of Riverside, except at Company's election. The rights and obligations of Seller and Company shall be governed by any decision by a contracting officer, a cognizant board of contract appeals or a Federal Court under a Government contract to which this order relates. To the extent that Seller and Company have claims against Company's customer, Company and Seller shall reasonably cooperate with each other to prosecute such claims, provided that Seller's claim is properly substantiated by Seller, each incurring their own respective attorney's fees, except that Seller shall indemnify and hold harmless Company from any costs or damages arising out of such proceedings. In any legal action commenced by either Company or Seller arising out of performance of this order the prevailing party shall be entitled to recovery of reasonable attorney's fees and court costs. Pending resolution of any dispute by settlement or by final judgment, Company and Seller shall proceed diligently with performance of this order and Seller's performance shall be an acceptance with Company's written instructions. All reference to disputes procedures in FAR clauses, in Section 13 or elsewhere, shall be deemed to be superseded by this clause.
18. **STOP WORK ORDER:** Company may at any time by written order require Seller to stop all or any part of the work under this order for a period of 90 days after the stop order is received by the Seller, and for any extension of this period to which the parties may agree. The stop work order shall be specifically identified as a stop work order issued under this clause and shall be in writing. Upon receipt of the order Seller shall take all steps to comply with these terms and all reasonable steps to minimize incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after the stop work order is delivered to Seller or within any extension of that period to which the parties have agreed, Company shall cancel the stop work order to terminate the work covered by the order as provided in the termination for default or termination for convenience clauses of this order. If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, Seller shall resume work and Company shall make an equitable adjustment of the delivery schedule or contract price or both and this order shall be modified in writing accordingly if the stop work order results in an increase in the time required for or in the Seller's costs allocable to the performance of this order, provided that Seller asserts a claim for adjustment within 20 days after the end of the period of work stoppage.
19. **FAR and DFARS CLAUSES:** If this order is placed under a U.S. Government prime contract or subcontract, the following provisions of the FAR and the Department of Defense Supplement to the FAR ("DFARS"), in effect on the date of this Purchase Order, unless otherwise specified, are applicable to and are incorporated by reference into this order (in addition to the above terms and conditions). Seller's obligations are thereunder similar to the obligations of Company under its Government prime contract or subcontract. In addition to the following clauses, there are also incorporated by reference into this purchase order any and all clauses or terms and conditions which are required to be in federal procurement subcontracts as a matter of law. As used in the following clauses, and unless the context of the clauses requires otherwise, "Contracting Officer" shall mean the person duly authorized to act on behalf of Company with respect to this order, "Contract" shall mean this order, "Subcontract" shall mean this subcontract and purchase orders issued under this order by Seller, "Contractor" shall mean Seller, and "Government" shall mean Company. Copies of all notices or reports to be furnished under the clauses incorporated below shall be furnished to Company.
20. **DEFECTIVE WORK**
- Buyer reserves the right to inspect lots of parts delivered under this order on a sample inspection plan basis. Rejection of the sample shall be cause for rejection of the entire lot delivered (at Buyer's discretion) and any lots so rejected may be returned to the Seller for replacement as directed by Buyer, at Seller's expense. Buyer may at its option, at Seller's expense, rework, resort, retest, or otherwise make the parts acceptable for use by Buyer.
21. **CHANGES TO SPECIFICATIONS/PROCESSES/MANAGEMENT/FACILITIES**
- Seller shall not make any changes to the Products, including the manner of producing the Products without obtaining Purchaser's prior written consent. Requests to make Class I Changes must be provided in writing (including a detailed description of the proposed Class I Change) at least 60 days prior to the requested change date and may be accepted or rejected in Purchaser's sole discretion. Requests for Class II Changes must be provided

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in writing (Including a description of the proposed Class II Change) at least 30 days prior to the requested change date and Purchaser will not unreasonably withhold its consent.

Class I Change means any changes to the Product or the equipment, processes, facilities or location with or at which the Product is produced which: (i) impact form, fit, function or weight of the Product, (ii) may reasonably be expected to have an impact on contractual requirements such as performance, hardware, interchangeability, reliability, safety, interfaces or quality requirements, (iii) may require re-identification or recertification of a part or assembly or (iv) otherwise result in a deviation from the Specification.

Class II change means other changes to the Product which cannot be reasonably construed to constitute a Class I Change, including those that do not affect contractual requirements, do not involve changes to the Product design or merely involve technical correction of clerical errors in documents.

22. EXPORT CONTROLS

This order is subject to U.S. export and import control laws and regulations. Any item or technical information pertaining to this order shall not be provided to or accessed by a non-U.S. person, entity, foreign country or any Denied Party without the prior written authorization from Korry Electronics Company and, where applicable, the relevant U.S. Government Agency. The parties will comply with the aforementioned regulations and shall reasonably cooperate to support controlled activities pursuant to such regulations.

Please refer to the above regulations using the links below for further information.

http://www.pmdtc.state.gov/regulations_laws/itar.html

<http://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear>

23. REQUIREMENTS FOR CONTROL OF SOLDERING AND PLATING MATERIALS

Electronic, Electrical, Electro-Mechanical, and Mechanical items and assemblies SHALL NOT HAVE PURE TIN finishes. This applies to component leads/terminations, body, cages, brackets, housings, mechanical items, etc. Hardware (nuts, bolts, screws, etc.) shall not have a pure tin finish unless otherwise stated in the drawing or specification.

Any tin-lead plating or solder process/processes shall require no less than 3% lead composition unless specifically authorized in writing by the Procuring Agency (Buyer).

Supplier shall be responsible for communicating this requirement to subcontractor or sub-tier suppliers as required.

24. REQUIREMENTS FOR USE OF SPECIALTY METALS

All materials delivered under this order shall be compliant with DFARs 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals, unless specifically approved by the buyer prior to beginning work.

25. AFFIRMATIVE ACTION REQUIREMENTS

The parties shall comply with all Federal equal employment opportunity obligations under 41 CFR 60-1.4(a), 60-300.5 (a), 60-741.5(a) and federal labor law obligations under 29 CFR part 471, appendix A to subpart A.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

26. WORKING CONDITIONS AND HUMAN RIGHTS

Seller shall commit to providing a safe and secure working environment and the protection and advancement of basic human rights. Seller shall adopt and enforce these concepts in its operations and in a manner that is fully compliant with all applicable laws and regulations pertaining to fair wages and treatment, freedom of association, personal privacy, collective bargaining, workplace safety and environmental protection. Any material violation of law by Seller relating to basic working conditions and human rights, including laws regarding slavery and human trafficking of the country or countries in which Seller is performing work under this Purchase Order, may be considered a material breach of this contract for which the Buyer may choose to cancel any open orders between Buyer and Seller, for cause. Seller shall include this clause, or the substance of this clause, in all subcontracts awarded by Seller under this Purchase Order.

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27. INDEMNIFICATION AND INSURANCE (Applicable to work completed on site at Korry)

Seller shall defend, indemnify and hold harmless Korry, its directors, officers, employees and agents from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards and damages of all kind and nature whatsoever from property damage, personal injury or death (including without limitation injury or death of employees of Seller or any subcontractor thereof) and expenses, cost of litigation and counsel fees related thereto or incident to establishing the right to indemnification arising in any way related to this Purchase Contract. Prior to commencement of work on Buyer's premises, Seller shall carry and maintain, and ensure that all subcontractors carry and maintain, throughout the period when work is performed and until final acceptance by Buyer, Commercial General Liability and Workers' Compensation insurance with available limits not less than \$1,000,000 per incident (for bodily injury and property damage combined). Prior to commencement of work, Seller will provide for Buyer's review and approval the certificates of insurance reflecting full compliance. Failure of Seller, or any subcontractor thereof, to furnish certificates of insurance or to procure and maintain the required insurance noted herein, does not waive the Seller's or subcontractors obligations noted herein.

FAR/DFARS CLAUSES FOR NONCOMMERCIAL SUBCONTRACTS

(U.S. GOVERNMENT CONTRACTS)

If this order is placed under a U.S. Government prime contract or subcontract, the following provisions of the Federal Acquisition Regulations (FAR) and the Department of Defense Supplement to the FAR (DFARS), in effect on the date of this Purchase Order, unless otherwise specified, are applicable to and are incorporated by reference into this Order (in addition to any other incorporated terms and conditions). Seller also will complete the representations that are at the conclusion of this Attachment if this Order exceeds the monetary threshold indicated below. Seller's obligations are thereunder similar to the obligations of Esterline under its Government prime contract or subcontract. In addition to the following clauses, there are also incorporated by reference into this Purchase Order any and all contract clauses which are required to be in federal procurement subcontracts as a matter of law.

As used in the following clauses, and unless the context of the clauses requires otherwise, "Contracting Officer" shall mean the person duly authorized to act on behalf of Esterline with respect to this order, "Contract" shall mean this Purchase Order, "Subcontract" shall mean either this subcontract and any purchase orders that may be issued under this Order by Seller, "Contractor" or "Offeror" shall mean Seller, and "Government" shall mean Esterline. Copies of all notices or reports to be furnished under the clauses incorporated below shall be furnished to Esterline.

FAR/DFARS Clauses Incorporated By Reference

The following clauses from the FAR and the DFARS are hereby incorporated by reference with the same force and effect as if set forth in full text:

FAR Provisions

- 52.203-3 Gratuities
- 52.203-5 Covenant Against Contingent Fees
- 52.203-6 Restrictions on Subcontractor Sales to the Government (contracts over \$150,000)
- 52.203-7 Anti-Kickback Procedures (less paragraph (c) (1)) (contracts over \$150,000)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (contracts over \$150,000)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- 52.203-13 Contractor Code of Business Ethics and Conduct (contracts over \$5.5 million and period of performance greater than 120 days)
- 52.203-14 Display of Hotline Poster (contracts over \$5.5 million)
- 52.203-15 Whistleblower Protections (contracts funded with Recovery Act funds)
- 52.203-16 Preventing Personal Conflicts of Interest (contracts over \$150,000)
- 52.203-17 Whistleblower Protections (contracts over \$150,000)
- 52.204-7 System for Award Management
- 52.204-9 Personal Identity Verification of Contractor Personnel (applies where subcontractor will have physical access to federally-controlled facility or access to federal information system)
- 52.204-2 Security Requirements (for contracts with classified information)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards
- 52.209-2 Prohibition On Contracting With Inverted Domestic Corporations—Representation
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Except for Commercial Items) (contracts over \$35,000)
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters
- 52.211-5 Material Requirements
- 52.211-15 Defense Priority and Allocation Requirements (when PO is a rated order)
- 52.213-4 Terms and Conditions-Simplified Acquisitions (other than commercial items)
- 52.214-26 Audit and records – Sealed Bidding (contracts over \$750,000 involving sealed bidding)
- 52.214-27 Price reduction for Defective Certified Cost or Pricing Data-modifications-sealed bidding (contracts over \$750,000)
- 52.214-28 Subcontractor Cost or Pricing Data-modifications-sealed bidding (contracts over \$750,000)
- 52.215-2 Audits and Records – Negotiation (cost-reimbursement, incentive, time-and-material, labor hour, or price redeterminable contracts over \$750,000 only)
- 52.215-10 Price Reduction for Defective Cost or Pricing Data (contracts over \$750,000)
- 52.215-11 Price Reduction for Defective Cost or Pricing Data – Modifications (contracts over \$750,000)
- 52.215-12 Subcontractor Cost or Pricing Data (contracts over \$750,000)
- 52.215-13 Subcontractor Cost or Pricing Data – Modifications (contracts over \$750,000)

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- 52.215-14 Integrity of Unit Prices(contracts over \$150,000)
- 52.215-15 Pension Adjustment and Asset Reversions (applies if contract meets requirements of FAR 15.408(g))
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions (applies if contract meets requirements of FAR 15.408(g))
- 52.215-19 Notification of Ownership Changes (applies if contract meets requirements of FAR 15.408(k))
- 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data
- 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications
- 52.215-23 Limitations on Pass-Through Charges (for cost reimbursement contracts above \$750,000)
- 52.217-9 Option to Extend the Term of the Contract
- 52.219-1 Small Business Program Representations
- 52.219-8 Utilization of Small Business Concerns
- 52.219-9 Small Business Subcontracting Plan (contracts over \$700,000 except for small businesses)
- 52.222-1 Notice to the Government of Labor Disputes
- 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation
- 52.222-17 Nondisplacement of Qualified Workers
- 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products
- 52.222-20 Walsh-Healey Public Contracts Act
- 52.222-21 Prohibition of Segregated Facilities (E.O. 11246)
- 52.222-22 Previous Contracts and Compliance Reports
- 52.222-24 Preaward On-site Equal Opportunity Compliance Evaluation (contracts over \$10 million)
- 52.222-26 Equal Opportunity (E.O. 11246) (contract over \$50,000 and subcontractor has 50 or more employees)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (contracts over \$150,000)
- 52.222-36 Affirmative Action for Workers with Disabilities (contracts over \$15,000)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (contracts over \$150,000)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (contracts over \$10,000)
- 52.222-50 Combating Trafficking in Persons
- 52.222-54 Employment Eligibility Verification (E.O. 12989) (contracts over \$3,000 and work performed in the US)
- 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan
- 52.223-3 Hazardous Material Identification and Material Safety Data
- 52.223-11 Ozone Depleting Substances
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
- 52.225-1 Buy American Act - Supplies
- 52.225-2 Buy American Act - Certificate
- 52.225-3 Buy American Act – Free Trade Agreements – Israeli Trade Act|
- 52.225-4 Buy American Act – Free Trade Agreements – Israeli Trade Act Certificate
- 52.225-5 Trade Agreements
- 52.225-6 Trade Agreements Certificate
- 52.225-8 Duty Free Entry
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.227-1 Authorization and Consent – Alternate I
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
- 52.227-3 Patent Indemnity
- 52.227-9 Refund of Royalties (contracts that contain royalties exceeding \$250)
- 52.227-10 Filing of Patent Applications – Classified Subject Matter (contracts with classified subject matter)
- 52.227-11 Patent Rights – Ownership by the Contractor
- 52.227-13 Patent Rights – Ownership by the Government
- 52.227-14 Rights in Data – General
- 52.227-16 Additional Data Requirements
- 52.227-19 Commercial Computer Software License
- 52.227-23 Rights to Proposal Data (Technical)
- 52.228-5 Insurance – Work on a Government Installation
- 52.229-6 Taxes – Foreign Fixed-Price Contracts
- 52.229-7 Taxes – Fixed-Price Contracts with Foreign Governments
- 52.229-10 State of New Mexico Gross Receipts and Compensating Tax (cost –reimbursement and contract for services in the State of New Mexico)
- 52.230-2 Cost Accounting Standards
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices
- 52.230-6 Administration of Cost Accounting Standards
- 52.232-40 Providing Accelerated Payment to Small Business Subcontractors
- 52.233-3 Protest After Award
- 52.236-13 Accident Prevention
- 52.242-13 Bankruptcy
- 52.242-15 Stop-Work Order
- 52.242-17 Government Delay of Work
- 52.243-1 Changes-Fixed Price
- 52.243-2 Changes-Cost Reimbursement
- 52.243-6 Change Order Accounting
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- 52.246-2 Inspection of Supplies – Fixed Price

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- 52.246-3 Inspection of Supplies (cost-reimbursement contracts)
- 52.246-16 Responsibility for Supplies
- 52.246-17 Warranty of Supplies of a Noncomplex Nature
- 52.246-18 Warranty of Supplies of a Complex Nature
- 52.246-20 Warranty of Services
- 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 (contracts over \$150,000)
- 52.249-1 Termination for the Convenience of the Government – Fixed Price, Short Form
- 52.249-2 Termination for the Convenience of the Government – Fixed Price
- 52.249-6 Termination for the Convenience of the Government – Cost-Reimbursement
- 52.249-8 Default

DFARS Provisions

- 252.203-7001 Prohibition on persons convicted of Fraud or other Defense – Contract related felonies (contracts over \$150,000)
- 252.203-7002 Requirement to inform Employees of Whistleblower Rights
- 252.203-7003 Agency Officer of the Inspector General
- 252.204-7000 Disclosure of Information
- 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls
- 252.204-7009 Limitations on the Use and Disclosure of Third Party Contractor Reported Cyber Incident Information
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting
- 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country
- 252.211-7000 Acquisition Streamlining (contracts over \$1,500,000)
- 252.211-7003 Item Unique Identification and Valuation
- 252.215-7000 Pricing Adjustments
- 252.217-7003 Changes
- 252.219-7003 Small Business Subcontracting Plan
- 252.222-7006 Restriction on the Use of Mandatory Arbitration Agreements
- 252.223-7001 Hazard Warning Labels
- 252.223-7002 Safety Precautions for Ammunition & Explosives
- 252.223-7003 Change in Place of Performance - Ammunition & Explosives
- 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials
- 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
- 252.223-7008 Prohibition of Hexavalent Chromium
- 252.225-7000 Buy American – Balance of Payments Program Certificate
- 252.225-7001 Buy American and Balance of Payments Program
- 252.225-7003 Report of Intended Performance Outside the United States and Canada – Submission with Offer
- 252.225-7004 Report of Intended Performance Outside the United States and Canada – Submissions After Award
- 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (ITAR items only)
- 252.225-7008 Restriction on Acquisition of Specialty Metals
- 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals
- 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
- 252.225-7020 Trade Agreements Certificate
- 252.225-7021 Trade Agreements
- 252.225-7025 Restriction on Acquisition of Forgings
- 252.225-7032 Waiver of United Kingdom Levies – Evaluation of Offers
- 252.225-7033 Waiver of United Kingdom Levies (contracts exceeding \$1 million and with a UK contractor)
- 252.225-7035 Buy American – Free Trade Agreements – Balance of Payments Program Certificate
- 252.225-7036 Buy American Act – Free Trade Agreements – Balance of Payments Program
- 252.225-7048 Export-Controlled Items
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (contracts over \$500,000)
- 252.227-7012 Patent License and Release Contract
- 252.227-7013 Rights in Technical Data – Noncommercial Items
- 252.227-7014 Rights in Noncommercial Computer Software
- 252.227-7015 Technical Data – Commercial Items
- 252.227-7016 Rights in Bid or Proposal Information
- 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 (not applicable to commercial items)
- 252.227-7038 Patent Rights – Ownership by the Contractor (Large Business)
- 252.231-7000 Supplemental Cost Principles
- 252.236-7000 Modification Proposals – Price Breakdown
- 252.237-7023 Continuation Of Essential Contractor Services

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- 252.243-7001 Pricing of Contract Modifications
- 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
- 252.247-7003 Pass-through of motor carrier fuel surcharge adjustment to the cost bearer (applies to motor carriers, brokers, or freight forwarders)
- 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 (contracts greater than \$700,000)