

Appendix 'A'

26TH SERIES

STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. Definitions

As used herein "Buyer" means Lockheed Martin Corporation acting through its Aeronautics Material Management Center; "Seller" means the party identified on the face of this purchase order; Except in the term "commercial item" as defined at FAR 2.101 and its plural commercial items, "Items" or "items" means all required articles, materials, supplies and services (singular "Item," or "item," plural "Items," or "items"); "PO" means this purchase order; "Buyer's Authorized Representative" means the person or persons authorized by Buyer to alter, modify or change the provisions of this PO, "Government" means the "Government of the United States of America and those authorized or delegated responsibility to act on its behalf," except where specifically stated to be the government of another country; and "Prime Contract" means the Government contract under which this PO is issued. "Commercial Item," "commercial component" "component" and "nondevelopmental item" shall have the meaning as set forth at FAR 52.202-1.

2. Delivery

- (a) Delivery shall be made in strict accordance with the terms of this PO.
- (b) In the event of termination or change, no claim will be allowed for any manufacture or procurement by Seller in advance of reasonable flow time unless Buyer's prior written consent has been obtained by Seller for such advance manufacture or procurement. Buyer shall have the right to return or store at Seller's expense any Item delivered in advance of the scheduled delivery date specified for such Item unless Buyer has given such prior written consent for such advance delivery.
- (c) If, at any time, it appears to Seller that any delivery schedule cannot be met, Seller shall notify Buyer as soon as possible as to the cause or causes thereof; action being taken to remove such cause or causes and when on-schedule status will be achieved. Seller, at its expense, shall take reasonable action necessary, with or without request of Buyer to meet such schedules as set forth herein or to recover to the maximum extent possible any delay caused by Seller in meeting such schedule. Notification given and/or action taken by Seller under this clause shall in no way limit Buyer's rights under other provisions of this PO, at law, or in equity.

3. Variation in Quantity

Items shall not be supplied in excess of quantities specified herein, except for allowed shipping tolerances, if any. Seller shall be liable for handling charges and return shipment costs for any excess quantities; and, unless Seller agrees to pay and does pay such charges and costs within a reasonable time, the over-shipped material will be retained by Buyer at no cost and shall become the property of Buyer.

4. Prices

Unless otherwise specified, prices are F.O.B. origin (Place of Shipment) and shall include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government. The price includes all charges for boxing, packing, crating, drayage, storage, dunnage, and bundling. Seller warrants that prices charged for Items are not higher than those charged to any other customer, including the Government, for items of like grade and quality in similar or lesser quantities.

5. Invoices, Payments, and Discounts

Unless otherwise provided, terms of payment shall be Net 30 days from the latest of the following:

- (a) Buyer's receipt of Seller's correct invoice,
- (b) Scheduled delivery date, or scheduled completion of performance of the Items;
or
- (c) Actual delivery, or completion of performance of the Items.

Buyer shall have a right of setoff against payments due under this PO for any amounts at issue under this PO and/or under other purchase orders between Buyer and Seller.

6. Warranty

- (a) Seller warrants for a period of one year from the date of delivery under this PO that all Items shall be free from defects in material and workmanship and shall conform to applicable specifications, drawings and all other requirements of this PO. If Seller is responsible for the design of the Items, Seller warrants for such period that all Items delivered under this PO shall be free from defect in design, and if Seller is responsible for designing the Items to meet specified performance requirements of Buyer, Seller warrants for such period that all such Items shall be fit and sufficient for the purposes intended by Buyer.

7. Compliance with Laws and Self-Certification

- (a) Seller shall comply with the applicable provisions of all Federal, state, and local laws and ordinances and all lawful orders, rules and regulations promulgated thereunder including without limitation the Arms Export Control Act. **Seller agrees to indemnify Buyer against any loss, cost, damage or liability by reason of Seller's violation of this clause.**
- (b) Seller warrants that each chemical substance constituting or contained in Items sold or otherwise transferred to Buyer hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to The Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.
- (c) Seller shall provide to Buyer with each delivery any Material Safety Data Sheet applicable to the Items and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder.
- (d) CERTIFICATIONS AND REPRESENTATIONS

This clause contains certifications and representations that are material representations of fact upon which LOCKHEED MARTIN will rely in making awards to CONTRACTOR. By submitting its written offer, or providing oral offers/quotations at the request of LOCKHEED MARTIN, or accepting any Contract, CONTRACTOR certifies to the representations and certifications as set forth below in this clause. These certifications shall apply whenever these terms and conditions are incorporated by reference in any Contract, agreement, other contractual document or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by LOCKHEED MARTIN. CONTRACTOR shall immediately notify LOCKHEED MARTIN of any change of status with regard to these certifications and representations.

The following clauses of the Federal Acquisition Regulation (FAR) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable to any order, agreement, or subcontract. In each clause incorporated below, substitute "Lockheed Martin" for "Government" and "Contracting Agency" and "Lockheed Martin Procurement Representative" for "Contracting Officer" throughout.

- (1) **FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions** (Applicable to solicitations and contracts exceeding \$100,000)

The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions are hereby incorporated by reference in paragraph (b) of this certification.

CONTRACTOR certifies that to the best of its knowledge and belief that on and after December 23, 1989--

- (a) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or

in FAR 52.209-5,) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

- (b) CONTRACTOR shall provide immediate written notice to LOCKHEED MARTIN if, any time prior to award of any contract, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) **FAR 52.222-22 Previous Contracts and Compliance Reports.**

CONTRACTOR represents that if CONTRACTOR has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26) (i) CONTRACTOR has filed all required compliance reports and (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(4) **FAR 52.222-25 Affirmative Action Compliance.**

CONTRACTOR represents (1) that CONTRACTOR has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, CONTRACTOR will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this Contract.

(5) **FAR 52.223-1 Clean Air and Water Certification** (Applicable to solicitations and Contracts exceeding \$100,000).

- (a) CONTRACTOR certifies that any facility to be used in the performance of a contract is not listed on the Environmental Protection Agency List of Violating Facilities.
- (b) CONTRACTOR shall immediately notify the LOCKHEED MARTIN Procurement Representative, before any contract award, or the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that

(6) **FAR 52.223-13 Certification Of Toxic Chemical Release Reporting**
(Applicable to competitive solicitations/contracts which exceed \$100,000)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) CONTRACTOR certifies that—

As the owner or operator of facilities that will be used in the performance of this Contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), CONTRACTOR will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

None of its owned or operated facilities to be used in the performance of this Contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

- (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or

- (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

8. Responsibility for Property

Unless otherwise specified, Seller shall be liable for any loss or destruction of or damage to property of Buyer; and, Seller shall be responsible for returning any such property in as good condition as when received except for reasonable wear and tear and for the utilization of it in accordance with the provisions of this PO. Upon request of Buyer, such property will be delivered to Buyer at Seller's expense. Seller shall promptly notify Buyer if such property is lost, destroyed or damaged. Title thereto shall not be affected by the incorporation or attachment to any property not owned by Buyer, nor shall any such property, or any part thereof; be or become a fixture or lose its identity as personalty by reason of affixation to any realty. All property of Buyer furnished hereunder to Seller shall be used solely in the performance of this PO unless otherwise specified in writing by Buyer.

9. Special Tooling and Test Equipment

Except as may be otherwise provided for in this PO, jigs, dies, fixtures, molds, patterns, special gages, and other items of special tooling (including software) and special test equipment, shall be furnished by and at the expense of Seller. Special tooling and test equipment shall be kept in good condition by Seller and replaced as necessary by Seller, without expense to Buyer. Title to special tooling and test equipment shall remain in Seller, except that Buyer may, at any time, reimburse Seller for the cost of part or of all special tooling and test equipment, and upon payment therefor shall become the sole owner thereof. Buyer shall at all times have unrestricted access to all such tooling, equipment, and information pertinent thereto for purposes of quality control, evaluation and verification. This paragraph shall not apply to special tooling or special test equipment (as those terms are defined in clauses incorporated by reference in clause 36) that is either provided by the Government or is acquired or fabricated for the Government pursuant to the clauses incorporated by reference in clause 36.

10. Use of Data Furnished by Buyer

The information contained in reports, drawings, documents or other records

- (1) Subject to subparagraphs (2) through (4), those FAR part 52.227 and DFARS part 252.227 clauses related to patents, rights in data, and computer software that are incorporated in the prime contract(s) under which this PO is issued, are incorporated herein by reference. Such clauses typically include (but are not limited to) DFARS 252.227-7013, -7014, 7015, -7017, -7025, -7026, -7027, -7030, and -7037; the precise clauses to be incorporated in this PO shall be determined based on the clauses incorporated in the prime contract(s) under which this PO is issued. In the event the prime contract(s) include DFARS 252.227-7013 and DFARS 252.227-7015, and the Government will pay any portion of development costs, then DFARS 252.227-7015 will not be incorporated into this PO. The date of each clause thus incorporated in this PO shall be the date of the clause in the prime contract as of the date of this PO. Seller acknowledges it is been provided the opportunity to examine the clauses thus incorporated in this PO, and is familiar with such incorporated clauses.
- (2) Seller agrees to comply with clauses thus incorporated in this PO as the "Contractor." Seller further agrees that, except to the extent Buyer's rights are limited by the terms of an incorporated clause, the rights of the Government in such clauses may also be exercised by or through Buyer, and "Government" in such clauses shall be so construed. In DFARS clause 252.227-7013, "Contract No." means the prime contract(s) under which this PO is issued and, in the Government Purpose Rights legend and Limited Rights legend, the entries for "Contractor" name and address shall be identified as "Prime Contractor" and shall mean "Buyer" name and address; Seller shall also include an entry for "Subcontractor" name and address, which shall mean "Seller." In DFARS clause 252.227-7014, "Contract No." means the prime contract(s) under which this PO is issued and, in the Government Purpose Rights legend and Restricted Rights legend, the entries for "Contractor" name and address shall be identified as "Prime Contractor" and shall mean "Buyer" name and address; Seller shall also include an entry for "Subcontractor" name and address, which shall mean "Seller."
- (3) If this PO is for other than experimental, developmental, or research work, the "Patent Rights-Retention by Contractor" clauses do not apply to Seller.
- (4) When, and to the extent, the clause at DFARS 252.227-7025 entitled, "Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends," is applicable to this PO, the term "Government" in paragraph (c)(1) of such clause means Government and Buyer.

(b) Minimum Rights in Data, Computer Software, and Computer Software Documentation.

respective employees. Seller and its subcontractors shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering the legal liability of Seller and such subcontractors on account of accidents arising out of the operations of Seller or such subcontractors and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At Buyer's request, Seller shall furnish to Buyer certificates from Seller's and/or its subcontractors' insurers showing such coverage in effect and agreeing to give Buyer ten (10) days' prior written notice of cancellation of such coverage. Seller agrees to obtain the insurance coverage listed above whether or not insurance coverage is required elsewhere in this PO.

14. Amendments Required by the Prime Contract

Seller agrees that upon Buyer's request, it

any assignment of claims for monies due or to become due hereunder and without notice to the assignee.

17. Ozone Depleting Substances (“ODS”)

If Seller has not obtained specific authorization from Buyer or the Government to continue the use of Class I Ozone Depleting Substances (“ODS”), then Seller shall notify Buyer if any of such ODS are required in the performance of this PO or will be delivered as part of the Item(s) under this PO.

18. Rescission, Adjustment or Termination for Illegal or Improper Activity

(a) In the event the Government takes action pursuant to FAR 52.203-8 entitled “Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity” to cancel the solicitation or rescind the prime contract to which this PO relates, and such action results from Seller's violation of subsection (a), (b), (c) or (d) of the Office of Federal Procurement Policy Act (41. U.S.C. 423) (“the Act”) as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), Buyer may (1) rescind this PO; (2) recover from Seller all amounts paid by Buyer to Seller in connection with this PO; (3) **recover from Seller any amounts, including any penalty prescribed by law, which Buyer is required to pay to the Government; and (4) recover from Seller any other costs, expenses, liabilities, incurred by Buyer in connection with Seller's violation of the Act.**

(b) **Seller agrees to pay Buyer the amount Buyer's price or fee is reduced by the Government pursuant to FAR clause 52.203-10, entitled “Price or Fee Adjustment for Illegal or Improper Activity,” to the extent such reduction results from Seller's violation of the Act, as amended (41 U.S.C. 423), and as implemented in the FAR.** In the event the Government terminates for default any of Buyer's prime contracts under which this PO is issued, as a result of Seller violation of the Act, Buyer shall have the right to terminate this PO for default in whole or in part.

(c) Buyer's rights and remedies under this clause shall be in addition to any other rights and remedies provided by law, regulation, or under this PO.

19. Consideration

Seller shall, for the consideration hereinafter mentioned and within the time specified, accomplish all required services, testing, manufacturing and other work; deliver to Buyer the Items provided for in this PO; and grant to Buyer the right to exercise the options, if any, provided for in this PO.

20. Technical Surveillance

Buyer and authorized representatives of Buyer's customers shall have direct access to all areas of Seller's and Seller's subcontractors' plants where work is being performed in connection with any Item to be delivered under this PO, to review progress and witness testing of such Items. Seller shall include this clause in all of Seller's subcontracts under this PO.

21. Governing Law

This PO shall be construed, interpreted and applied in accordance with the Federal law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals. To the extent that the Federal law of Government contracts is not dispositive, if this PO specifies that the Items furnished hereunder are to be delivered directly to or performed at or on behalf of a specified Buyer facility, the laws, excluding choice of state law rules, of the state where such Buyer's facility is located shall apply. For Items neither delivered directly to nor performed at or on behalf of a specified Buyer facility, the laws of the state of Texas, excluding choice of state law rules, shall apply.

22. Acceptance of Order

This PO is the entire agreement between the Buyer and Seller in respect of the subject matter of this PO and is subject to the terms and conditions herein. This PO supersedes all communications, representations and agreements, oral, and written, between Buyer and Seller in respect of the subject matter of this PO. Either: (a) acknowledgment of this PO, (b) furnishing of Items under this PO, (c) acceptance of payment under this PO, or (d) commencement of performance of this PO, shall constitute Seller's unqualified acceptance of this PO. Additional or differing terms or conditions proposed by Seller or included in Seller's acknowledgment hereof shall be void and have no effect unless accepted in writing by Buyer.

23. Packing, Shipment and Shipping Instructions

- (a) Unless otherwise specified by Buyer, Seller shall assure that all packing and packaging shall comply with good commercial practice and applicable carrier's tariffs. The use of commercial practices shall not relieve Seller of responsibility for packaging in a manner that will insure receipt of Items in an acceptable condition at the destination specified in this PO.
- (b) Seller shall ensure the packaging, labeling and shipping of all HAZARDOUS SUBSTANCES including DANGEROUS MATERIALS, conforms with all applicable international, federal, state and local laws and regulations.
- (c) Seller shall mark on the outside of each exterior container: (i) the PO number(s) or numbers of the Items packed in that container; (ii) the sequence and quantity of each exterior container in each shipment (such as "1 of 3"); (iii) the bill of lading/express receipt number. If shipments against more than one purchase

order are packed in one exterior container, mark each intermediate container with its applicable purchase order number.

(d) Seller shall properly describe Seller's Less than Truckload shipments in

26. Severability of Provisions

Any provision of this PO that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, and shall be unenforceable in that jurisdiction without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

27. Contractual Commitments

The parties agree that there shall be no adjustment in the price, time for performance or any other provision of this PO unless Buyer's authorized representative shall have issued a written order directing a change hereto.

28. Notification of Changes

(a) Only Buyer's Authorized Representative may direct or redirect Seller's effort hereunder. In the event, however, Seller considers any conduct including any action, inaction, written or oral communication by Buyer or Buyer's customer to constitute a change to this PO, other than a written change order issued by Buyer's Authorized Representative, Seller shall notify Buyer as soon as possible but in no event later than fifteen (15) days from the date Seller identifies the conduct considered to constitute a change to this PO. On the basis of the most accurate information available to Seller, the notice shall state: (1) the date, nature and circumstances of the conduct regarded as a change; (2) the name, function, and activity of each Buyer employee, customer employee and Seller employee involved in or knowledgeable about such conduct; (3) the identification of any documents and the substance of any oral communication involved in such conduct; (4) the particular elements of contract performance which Seller considers to be affected by the conduct, including an estimate of any cost or schedule impact; (5) Seller's estimate of the time by which Buyer must respond to Seller's notice to minimize cost, delay or disruption of performance.

(b) Seller shall take no action in reliance on the conduct considered to constitute a change unless and until Buyer's Authorized Representative issues a written change order covering the conduct in question.

29. Change and Follow-On Proposals

Circumstances may arise during the course of performance under this PO where Buyer may request Seller to submit to Buyer technical and cost proposals relating to (1) anticipated changes or modifications to this PO prior to the implementation of a change or modification under the Changes clause of this PO, or (2) potential follow-on POs for the Items furnished hereunder. In such cases, Seller agrees to furnish to Buyer a technical and/or cost proposal as requested within thirty (30) days of the request. Seller agrees to furnish current information to Buyer in sufficient detail for Buyer to determine price reasonableness and cost realism. Information furnished by

Seller shall be submitted in the manner and in the detail specified in the pricing instructions included in Buyer's request for proposal.

30. Offset/Countertrade Cooperation

Buyer is currently involved in a number of foreign offset/countertrade arrangements in various foreign countries in connection with the sale of Buyer's products to foreign countries. All offset or countertrade credit value resulting from this PO shall accrue solely to the benefit of Buyer for its use on the offset/countertrade program of Buyer's choice. Seller agrees to cooperate with Buyer in the fulfillment of such foreign offset/countertrade obligations which Buyer may have undertaken or may undertake in the future. In the event Seller solicits bids, procures or offers to procure any goods or services relating to the work to be performed under this PO, Buyer shall be entitled, to the exclusion of all others, to all offset credits or other similar benefits which may result from such activity. In addition, Seller agrees to provide to Buyer, at no

articles or technical data or other information to the prospective lower tier subcontractor.

34. Indemnity/Commercial Items

This clause applies only to the portion, if any, of this PO as is for the purchase of a commercial item(s) as such term - "Commercial item" - is defined at FAR 2.101. In the event Buyer is subject to any liability, damage, or expense, including without limitation Government withholding of payments, due to a finding or determination by the Contracting Officer that an item designated herein as a commercial item is not a commercial item, then **Seller agrees to indemnify and hold Buyer harmless to the full extent of any such liability, damage, or expense resulting in whole or in part from such finding or determination.**

Additionally, in the event of such finding or determination, the clauses of FAR II Part A, DFARS II Part A, and the applicable CAS Appendix (Appendices J, K or L), if any, as is determined to be applicable pursuant to appropriate regulations, shall be applicable as of the effective date of this PO.

35. English Language Requirement

All deliverable documents will be in the English language. An English language

those in effect as of the date of this PO, or, if no such clause is in effect as of the date of this PO, then such clause as was most recently in effect.

The prime contracts listed under the heading "Prime Contracts FASA ADDED" are dated prior to October 1, 1995, but, due to prime contractual modifications, have

- 52.212-13 **Stop Work Order (AUG 1989)** - “Contracting Officer” and “Government” mean Buyer.
- 52.215-1 **Examination of Records by Comptroller General (FEB 1993)** - If this PO exceeds \$10,000.
- 52.215-2 **Audit - Negotiation (FEB 1993).**
- 52.215-22 **Price Reduction for Defective Cost or Pricing Data (JAN 1991)** - In paragraph (a)(2), “subcontractor” means Seller or Seller's subcontractors, and “Contractor” means Buyer. If Buyer is subject to any liability or expense, including without

any preaward or postaward cost determinations will be subject to FAR 31.2. "Government" means Government and Buyer.

- 52.215-39 **Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (FEB 1995)** - If this PO requires certified cost or pricing data or if any preaward or postaward cost determinations will be subject to FAR subpart 31.2.
- 52.215-40 **Notification of Ownership Changes (FEB 1995)** - If this PO meets the applicability requirements of FAR 15.804-8(g).
- 52.219-8 **Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)** - If this PO offers further subcontracting opportunities, or exceeds \$500,000.
- 52.219-9 **Small Business and Small Disadvantaged Business Subcontracting Plan (FEB 1995)** - If this PO contains the clause at FAR 52.219-8. "Contracting Officer" means Buyer in the first sentence of paragraph (c).
- 52.219-13 **Utilization of Women-Owned Small Businesses (AUG 1986)** - If this PO exceeds \$2,500, except subcontracts to be performed entirely outside the U.S. and its territories and possessions, and subcontracts for personal services.
- 52.220-3 **Utilization of Labor Surplus Area Concerns (APR 1984)** - If this PO exceeds \$2,500, except subcontracts with foreign contractors that are to be performed entirely outside the U.S. and its territories and possessions, subcontracts for personal services, and subcontracts with the petroleum and petroleum products industry.
- 52.220-4 **Labor Surplus Area Subcontracting Program (APR 1984)** - If this PO exceeds \$500,000. "Contracting Officer" means Buyer.
- 52.222-1 **Notice to the Government of Labor Disputes (APR 1984)** - "Contracting Officer" means Buyer.
- 52.222-4 **Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 1995)** - Add the following: "(f) Buyer shall have the right at its election either to withhold or to recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause."
- 52.222-20 **Walsh Healy Public Contracts Act (APR 1984)** - If this PO exceeds \$10,000.
- 52.222-21 **Prohibition of Segregated Facilities**
- 52.222-26 **Equal Opportunity (APR 1984).**

- 52.222-35 **Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)** - If this PO exceeds \$10,000.
- 52.222-36 **Affirmative Action for Handicapped Workers (APR 1984)** - If this PO exceeds \$2,500.
- 52.222-37 **Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)** - If this PO is for \$10,000 or more.
- 52.223-2 **Clean Air and Water (APR 1984).**
- 52.223-3 **Hazardous Material Identification and Material Safety Data (NOV 1991)** - "Government" means Buyer or the Government.
- 52.223-7 **Notice of Radioactive Materials (NOV 1991)** - "Government" means Buyer or the Government. In paragraph (a), "Contracting Officer" means Buyer.
- 52.223-11 **Ozone - Depleting Substances (JUN 1996).**
- 52.223-14 **Toxic Chemical Release Reporting** - If this PO was awarded on the basis of competition and exceeds \$100,000, including the value of all options. Delete paragraph (e).
- 52.225-10 **Duty-Free Entry (APR 1984)** - Except where noted herein, "Contracting Officer" and "contract administration office" mean Buyer, and "foreign" means non-U.S. In Paragraph (b)(1), change "20 days" to "30 days," and "contract" means the prime contract(s). In Paragraph (b)(2), delete the fifth word "determines" and substitute the words "has been notified" in lieu thereof. In Paragraph (d), "Contracting Officer" means Contracting Officer, and "this contract" means the prime contract(s). In Paragraph (e), "this contract" means the prime contract(s), and "Contracting Officer" means Contracting Officer. In Paragraph (h), "contract administration office" means contract administration office, and "Contracting Officer" means Contracting Officer.
- 52.225-11 **Restrictions on Certain Foreign Purchases (MAY 1992).**
- 52.228-3 **Workers' Compensation Insurance (Defense Base Act)** - If the Defense Base Act applies to this PO.
- 52.228-5 **Insurance - Work on a Government Installation (SEP 1989)** - If work is to be performed on a Government installation.
- 52.229-3 **Federal, State and Local Taxes (JAN 1991)** - "Government" and "Contracting Officer" mean Buyer.
- 52.229-6 **Taxes - Foreign Fixed-Price Contracts (JAN 1991)** - The FAR takes cognizance of the fact that Tax Agreements have been entered into between the United States Government and the Consortium Countries (Belgium, Denmark, the Netherlands and Norway) under which United States

expenditures for the common defense are exempt taxes and duties of the Consortium Countries in which such expenditures are made. In accordance with and subject to the above clause, Seller has not included any allowance for such aforementioned taxes and duties in the PO price. In addition, the PO prices herein contain no allowance for any other taxes or duties applicable to this PO which may be levied or assessed by any governmental agency or taxing authority outside the United States. In the event that Seller or any subcontractor hereunder is required to pay or bear the burden of any other such taxes or duties, the PO price herein shall be correspondingly increased.

52.233-3 **Protest After Award (AUG 1989)** - Add "Prime" before "Protest." "Contracting Officer" and "Government" mean Buyer.

52.234-1 **Industrial Resources Developed Under Defense Production Act Title III (FEB 1995)** - "Contracting Officer" means Buyer.

52.242-12 **Report of Shipment (REPSHIP) (DEC 1989).**

52.243-1 **Changes - Fixed Price (AUG 1987)** - "Contracting Officer" and "Government" mean Buyer.

52.244-5 **Competition in Subcontracting (APR 1984).**

52.245-2 **Government Property (Fixed-Price Contracts)(DEC 1989)** - "Government" means Buyer except 1) in the terms "Government-furnished property" and "Government property," 2) the second time it appears in Paragraphs (b)(1)(ii), 3) in Paragraph (c)(1), 4) in Paragraph (f), and 5) in Paragraph (j) and subparagraph (j)(1), "Government" means Government or Buyer. The fourth sentence of paragraph (h) is changed to read: "Neither the Government nor the Buyer shall be liable..."

52.245-17 **Special Tooling (DEC 1989)** - Applicable to the extent special tooling, as defined in this clause, is acquired or fabricated by Seller for the Government or furnished by the Government (directly or through Buyer) for use in connection with and under the terms of this PO. "Contracting Officer" means the cognizant Rsl9p4cer" t12.52 -1.by SelT4 fRTwþIT4 fRTw TD

52.203-6

- 52.222-20 **Walsh Healy Public Contracts Act** - If this PO exceeds \$10,000.
- 52.222-37 **Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era** - If this PO is for \$10,000 or more.
- 52.223-2 **Clean Air and Water** - Not applicable to the extent this PO is issued under a Buyer's prime contract dated after 2/25/2000.
- 52.223-14

FAR II

TITLE

Part B

Unless otherwise specifically set forth, the clauses listed in this FAR II, Part B, are applicable to both (i) commercial items, if any, meeting the definition thereof in FAR 2.101 and designated in this PO as commercial items, and (ii) items, if any, which are other than such commercial items.

- 52.203-7 **Anti-kickback Procedures** - If this PO exceeds \$100,000. Delete paragraph (c)(1). In paragraph (c)(2), sentence two, insert "Buyer and to" after the sixth word "to." In paragraph (c)(3), insert "Buyer and" after the sixth word "with." Add the following to the end of paragraph (c)(4): "In addition to any other remedies which the Buyer has at law, in equity, or under this PO, BUYER SHALL HAVE THE RIGHT TO WITHHOLD FROM SELLER THE AMOUNT, IF ANY, THAT THE CONTRACTING OFFICER DIRECTS BUYER TO WITHHOLD FROM SELLER."
- 52.204-2 **Security Requirements** - If access to classified material is required.
- 52.211-5 **New Material**, or, if included in Buyer's prime contract, **52.211-5, Material Requirements (OCT 1997)** - "Contracting Officer" and "Government" mean Buyer in the last two sentences.
- 52.211-6 **Listing of Other than New Material Residual Inventory, and Former Government Surplus Property.** (This clause is not applicable for subcontracts under prime contracts entered into after 11-01-97).
- 52.211-7 **Other Than New Material, Residual Inventory, and Former Government Surplus Property** - "Contracting Officer" means Buyer. (This clause is not applicable for subcontracts under prime contracts entered into after 11-01-97).
- 52.211-15 **Defense Priority and Allocation Requirements.**
- 52.215-42 **Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (or, if included in Buyer's prime contract 52.215-21, Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997)).**
- 52.215-43 **Audit - Commercial Items** - Not applicable to the extent this PO is issued under a Buyer's prime contract dated after 01/1997.
- 52.219-8 **Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns** - If this PO offers further

- subcontracting opportunities, or exceeds \$500,000, or, if included in Buyer's prime contract, **52.219-8, Utilization of Small Business Concerns**. Applicable if this O offers further subcontracting opportunities or exceeds \$100,000.
- 52.219-9 **Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan** - If this PO contains the clause at FAR 52.219-8. "Contracting Officer" means Buyer in the first sentence of paragraph (c), or, if included in Buyer's prime contract, **52.219-9, Small Business Subcontracting Plan**. If this PO contains the clause at 52.219-8 and exceeds \$500,000. "Contracting Officer" means Buyer.
- 52.222-21 **Prohibition of Segregated Facilities.**
- 52.222-26 **Equal Opportunity (APR 1984)**, or, if included in Buyer's prime contract, **52.222-26, Equal Opportunity (FEB 1999)**. Delete paragraph (c).
- 52.222-35 **Affirmative Action for Special Disabled and Vietnam Era Veterans**, or, if included in Buyer's prime contract, **52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (APR 1998)** - If this PO exceeds \$10,000.
- 52.222-36 **Affirmative Action for Handicapped Workers** - If this PO exceeds \$2,500, or, if included in Buyer's prime contract, **52.222-36, "Affirmative action for Workers with Disabilities (JUN 1998)**. If this PO exceeds \$10,000.
- 52.223-3 **Hazardous Material Identification and Material Safety Data** - "Government" means Buyer or the Government.
- 52.223-7 **Notice of Radioactive Materials** - "Government" means Buyer or the Government. In paragraph (a), "Contracting Officer" means Buyer.
- 52.223-11 **Ozone - Depleting Substances.**
- 52.225-10 **Duty-Free Entry** - Except where noted herein, "Contracting Officer" and "contract administration office" mean Buyer, and "foreign" means non-U.S. In Paragraph (b)(1), change "20 days" to "30 days," and "contract" means the prime contract(s). In Paragraph (b)(2), delete the fifth word "determines" and substitute the words "has been notified" in lieu thereof. In Paragraph (d), "Contracting Officer" means Contracting Officer, and "this contract" means the prime contract(s). In Paragraph (e), "this contract" means the prime contract(s), and "Contracting Officer" means Contracting Officer. In Paragraph (h), "contract administration office" means contract administration office, and "Contracting Officer" means Contracting Officer, or, if included in Buyer's prime contract, **52.225-8, Duty Free Entry (FEB 2000)**. Applicable if supplies will be imported into the Customs Territory of the United States. "Contracting Officer" means Buyer except in

paragraphs (d) and (h). In subparagraph (b)(1) "20 days" is changed to 30 days." In subparagraph (b)(2), replace the fifth word "determines" with "has been notified." Communication/notification required under this clause from/to the Seller to/from the Contracting Officer shall be through Buyer.

- 52.225-11 **Restrictions on Certain Foreign Purchases**, or, if included in Buyer's prime contract, **52.225-13, Restrictions on Certain Foreign Purchases.**
- 52.228-3 **Workers' Compensation Insurance (Defense Base Act)** - If the Defense Base Act applies to this PO.
- 52.229-3 **Federal, State and Local Taxes** - "Government" and "Contracting Officer" mean Buyer.
- 52.229-4 **Federal, State and Local Taxes (Noncompetitive Contract)** - "Government" and "Contracting Officer" mean Buyer except in (a), the excepted tax definition, "Government" means Government.
- 52.229-5 **Taxes - Contracts Performed in U.S. Possessions or Puerto Rico**
- 52.229-6 **Taxes - Foreign Fixed-Price Contracts** - The FAR takes cognizance of the fact that Tax Agreements have been entered into between the United States Government and the Consortium Countries (Belgium, Denmark, the Netherlands and Norway) under which United States expenditures for the common defense are exempt from certain taxes and duties of the Consortium Countries in which such expenditures are made. In accordance with and subject to the above clause, Seller has not included any allowance for such aforementioned taxes and duties in the PO price. In addition, the PO prices herein contain no allowance for any other taxes or duties applicable to this PO which may be levied or assessed by any governmental agency or taxing authority outside the United States. In the event that Seller or any subcontractor hereunder is required to pay or bear the burden of any other such taxes or duties, the PO price herein shall be correspondingly increased.
- 52.242-12 **Report of Shipment (REPSHIP)**
- 52.242-15 **Stop Work Order** - "Contracting Officer" and "Government" mean Buyer.
- 52.243-1 **Changes - Fixed Price** - "Contracting Officer" and "Government" mean Buyer.
- 52.244-6 **Subcontracts for Commercial Items and Commercial Components.**
- 52.245-2 **Government Property (Fixed-Price Contracts)** - "Government" means Buyer except 1) in the terms "Government-furnished property" and "Government property,"

DFARS I

TITLE

252.203-7001

252.225-7001	Buy American Act and Balance of Payments Program (JAN 1984).
252.225-7002	Qualifying Country Sources as Subcontractors (DEC 1991)
252.225-7007	Trade Agreements Act (JAN 1994).
252.225-7008	Supplies to be Accorded Duty-Free Entry (DEC 1991) - If this PO is for supplies.
252.225-7009	Duty-Free Entry - Qualifying Country End Products and Supplies (DEC 1991) - If this PO is for supplies.
252.225-7010	Duty-Free Entry - Additional Provisions (DEC 1991) - If this PO is for supplies.
252.225-7012	Preference for Certain Domestic Commodities (MAY 1994).
252.225-7014	Preference for Domestic Specialty Metals (DEC 1991), with Alternate I (DEC 1991).
252.225-7015	Preference for Domestic Hand or Measuring Tools (DEC 1991).
252.225-7016	Restriction on Acquisition of Anti-friction Bearings (APR 1993).
252.225-7017	Preference for United States and Canadian Valves and Machine Tools (APR 1995).
252.225-7023	Restriction on Acquisition of Carbonyl Iron Powders (APR 1992).
252.225-7024	Restriction on Acquisition of Night Vision Image Intensifier Tubes and Devices (DEC 1991) - If this PO is for second or third generation night vision intensifier tubes and device. The term "this contract" means this PO.
252.225-7025	Foreign Source Restrictions (APR 1993) - If this PO is for any of this clause's restricted items.
252.225-7026	Reporting of Contract Performance Outside the United States (APR 1993) - If this PO is for over \$100,000, except a PO for commercial items (as defined in DFARS 211.7001), construction, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.
252.225-7027	Limitation on Sales Commissions and Fees (DEC 1991) - Countries listed in the prime contract(s) are incorporated herein by reference.
252.225-7028	Exclusionary Policies and Practices of Foreign Governments (DEC 1991).
252.225-7030	Restriction On Acquisition of Carbon, Alloy, and Armor Steel Plate (OCT 1992).
252.225-7038	Restriction on Acquisition of Aircraft Fuel Cells (FEB 1994) - The term "this contract" means this PO.
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (DEC 1991).
252.231-7000	Supplemental Cost Principles (DEC 1991).

- 252.232-7006 **Reduction or Suspension of Contract Payments Upon Finding of Fraud (AUG 1992)** - To the extent that payments to Buyer are suspended or reduced under this clause due to Seller fraud, Buyer shall suspend or reduce further payments to Seller.
- 252.235-7003 **Frequency Authorization (DEC 1991)** - If this PO requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.
- 252.235-7010

Buyer's prime contract, **252.203-7001, Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies**. Applies if this contract exceeds \$100,000. The terms "contract" "contractor" and "subcontract" are not modified in paragraphs (a) through (d). Paragraph (g) is deleted.

252.209-7000

Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty - If this PO exceeds \$50,000 unless specified as \$100,000 elsewhere herein, except if for commercial or commercial-type products.

252.225-7026

Reporting of Contract Performance Outside the United States - If this PO is for over \$100,000, except a PO for commercial items (as defined in FAR 2.101), construction, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence, or, if included in Buyer's prime contract, **252.225-7026, Reporting of Contract Performance Outside the United States (MAR 1998)**. If this PO exceeds \$500,000, except is not applicable to a PO for commercial items (as defined in FAR 2.101), construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs) or subsistence.

252.247-7024

Notification of Transportation of Supplies by Sea

- 252.223-7002 **Safety Precautions for Ammunition and Explosives** - If this PO involves ammunition or explosives.
- 252.223-7003 **Change in Place of Performance - Ammunition and Explosives** - “Contracting Officer” means Buyer.
- 252.223-7005 **Hazardous Waste Liability** - “Contracting Officer” means Buyer. “Government” means Government and Buyer. Not applicable to the extent this PO is issued under a Buyer’s prime contract dated after 12/09/98.
- 252.223-7006 **Prohibition on Storage and Disposal of Toxic and Hazardous Materials, with its Alternate I** - If this PO requires, may require, or permits a subcontractor to treat or dispose of Non-DOD-owned toxic or hazardous materials as defined in the clause. “Government” means Government and Buyer.
- 252.223-7007 **Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives** - If this PO is for the development, production, manufacture, or purchase of arms, ammunition, and explosives (“AA&E”) or when AA&E will be provided to the subcontractor as Government-furnished property. In paragraph (e) add the words “and Buyer” after the word “office.”
- 252.225-7001 **Buy American Act and Balance of Payments Program.**
- 252.225-7002 **Qualifying Country Sources as Subcontractors.**
- 252.225-7007 **Trade Agreements Act**, or, if included in Buyer’s prime contract, **252.225-7007, Buy American Act – Trade Agreements – Balance of Payments Program.**
- 252.225-7008 **Supplies to be Accorded Duty-Free Entry** - If this PO is for supplies.
- 252.225-7009 **Duty-Free Entry - Qualifying Country End Products and Supplies** - If this PO is for supplies.
- 252.225-7010 **Duty-Free Entry - Additional Provisions** - If this PO is for supplies.
- 252.225-7012 **Preference for Certain Domestic Commodities.**
- 252.225-7014 **Preference for Domestic Specialty Metals, with its**

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252.225-7025

Foreign Source Restri

applicable to the extent this

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F33600-96-C-0002
F33657-90-C-2233
F33657-84-C-0247
F33657-93-C-2374
F33657-95-C-2028
F33657-82-C-2120
F33657-95-C-2017
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F42620-91-C-0569
F42620-91-D-0378
F42620-92-C-0360
F42620-94-C-0028
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