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**SUPPLEMENTAL PURCHASING TERMS AND CONDITIONS AND FLOWDOWN CLAUSES FOR  
AFTERMARKET PARTS ON GOVERNMENT CONTRACTS FOR COMMERCIAL ITEMS**

**1. CONFLICTS.** To the extent there is any conflict between these Supplemental Purchasing Terms and Conditions (“Supplemental Terms”) and the Fairbanks Morse Terms and Conditions of Purchase (“Standard Terms”), the terms of these Supplemental Terms will control. The terms and conditions of the Standard Terms that are not modified by or conflict with these Supplemental Terms will remain in full force and effect and remain applicable to the Purchase Order to which these Supplemental Terms and the Standard Terms relate.

**2. RATED ORDER.** If this is a “rated order” certified for national defense use, Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulations (15 C.F.R. Part 700).

**3. CERTIFICATIONS.** By accepting or performing this Purchase Order, Seller certifies that:

a. Neither Seller nor any of its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. “Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

b. Neither Seller nor any of its affiliates are owned or controlled by the government of a country that is a state sponsor of terrorism.

c. Seller: (i) is in compliance with Sec. 202 of Executive Order 11246, as amended by Executive Order 11375, and subsequent Executive Orders and the Rules and Regulations set forth by the Secretary of Labor in effect as of the date of this Executive Order; (ii) does not and will not provide or maintain at any of its establishments, nor permit its employees to perform their services at any location under its control where there are maintained segregated facilities; and (iii) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. “Segregated Facilities” means facilities which are in fact segregated on a basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. Seller agrees to: (1) obtain an identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; and (2) maintain such certifications in its files. The penalty for making a false representation is prescribed under 18 U.S.C. 1001 and any such false representation shall be a material breach of this Purchase Order.

d. If it has participated in a previous prime contract or subcontract subject to FAR 52.222-26, “Equal Opportunity,” that Seller has filed all required compliance reports.

e. If it has previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), that Seller has developed and has on file at each establishment affirmative action programs required by such rules and regulations.

f. If Seller is registered in the System for Award Management (“SAM”), the size or socioeconomic representations and certifications in SAM (or any other successor system) are current, accurate and complete as of the date of Seller’s offer.

g. To the best of its knowledge and belief that 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, or an employee of a Member of Congress on its behalf in connection with the awarding of this Purchase Order. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of Seller with respect to this Purchase Order, Seller shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Seller need not report regularly employed officers or employees of Seller to whom payments of reasonable compensation were made. Submission of this certification and disclosure is a prerequisite for making or entering into this Purchase Order imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure. As used in this Certification, “Lobbying contact” has the meaning provided at 2 U.S.C. 1602(8) and the remaining terms are defined in FAR clause 52.203-12, “Limitation on Payments to Influence Certain Federal Transactions.”

h. Seller will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>). If Seller proposes to vary from any of the security requirements specified by NIST SP 800-171, Seller shall submit to Buyer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of (a) Why a particular security requirement is not applicable; or (b) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection. An authorized representative of the DoD CIO will adjudicate Seller’s requests to vary from NIST SP 800-171 requirements in writing. Any accepted variance from NIST SP 800-171 shall be incorporated into this Purchase Order.

**4. EQUAL EMPLOYMENT OPPORTUNITY.** Buyer and Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or expression, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, protected veteran status or disability. Seller shall include this Paragraph 3 in each lower-tier subcontract it issues.

**5. EXPORT CONTROLS AND ECONOMIC SANCTIONS.**

a. Seller agrees to comply with all applicable export control and economic sanctions laws including, but not limited to: (i) the Export Administration Regulations (“EAR”) administered by the U.S. Department of Commerce; (ii) the International Traffic in Arms Regulations (“ITAR”) administered by the U.S. Department of State;

**(iii) the various economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC regulations") and the U.S. Department of State's Office of Terrorism Finance and Economic Sanctions Policy; and (iv) any and all export controls or economic sanctions maintained by the European Union ("EU"), United Kingdom or any other governmental authority to which Seller is subject (collectively "Export Control Laws").**

b. Seller shall obtain and maintain any and all authorizations, licenses and registrations required under the aforementioned Export Control Laws, including those required for the sale under this Purchase Order to Buyer. Seller will furnish Buyer with: (i) documentation identifying any articles, services, software, technology and/or technical data subject to these Export Control Laws; (ii) written confirmation of the relevant Export Classification Control Numbers ("ECCNs"), U.S. Munitions List ("USML") category numbers or other export classification designators for each such item; and (iii) copies of any related export licenses or authorizations. If Seller sources such items outside the United States, then Seller shall notify Buyer and take all necessary measures to comply with all foreign Export Control Laws that may relate to the sale or transfer of the same.

c. **Seller shall clearly and appropriately label any controlled technical data (including, but not limited to, drawings, designs, specifications, blueprints, computer-aided design (CAD) information and other technical documents or electronic information related to the production, manufacture or maintenance of a controlled article) that it provides to Buyer as controlled pursuant to the EAR, ITAR and/or other applicable laws. Seller shall provide any controlled technical data communicated to Buyer using secure communication protocols designed for the purpose of complying with the Export Control Laws. Under no circumstances should such information be emailed using systems that are not designed for the secure communication of controlled technical data.**

d. Seller agrees that it will not source any articles, services, software, technology or technical data that originate from any country, government, organization or person that is: (i) subject to U.S., EU or British economic sanctions or other applicable sanction regimes; or (ii) debarred or restricted pursuant to the aforementioned Export Control Laws, or the U.S. Department of Defense Federal Acquisition Regulation Supplement.

e. Seller is solely and exclusively responsible for safeguarding all export controlled articles, services, software, technology or technical data until Buyer receives the items at issue. This includes both exports to a non-U.S. destination and allowing non-U.S. persons to access such items while located within the United States. Seller will also take appropriate steps to ensure that no export controlled articles, services, software, technology or technical data can be shipped to a controlled country (or otherwise accessed by unauthorized foreign nationals) without the appropriate export licenses. Where Seller is shipping a controlled article, Seller shall use a carrier that maintains procedures designed to comply with the Export Control Laws, and provide any required notifications to the carrier that the shipment involves controlled items.

f. If Seller is a signatory to a Technical Assistance Agreement ("TAA") or Manufacturing License Agreement ("MLA") with Buyer, Seller shall promptly notify Buyer of any changed circumstances that would require modifying the terms of such an agreement, including any potential violation of the terms of the agreement, any ineligibility to export, any investigation into alleged violations of any of the Export

Control Laws, any self-disclosure of potential export controls violations, any addition of foreign personnel to any project covered by such an agreement or any other circumstances that may affect Seller's ability to perform pursuant to the terms of the agreement.

g. Seller shall immediately notify Buyer if it is or becomes listed on any Excluded or Denied Party List maintained by any U.S., EU or British agency, or if any government denies, suspends or revokes its export privileges.

h. Seller shall prepare and provide accurate invoices and documentation for each shipment that will allow Buyer to comply with the export and import requirements administered by U.S. Customs & Border Protection ("CBP"). Such invoices and/or documentation shall include: (i) Seller's name and address; (ii) the terms of sale; (iii) the total quantity of goods being shipped; (iv) a description of the goods being shipped; (v) the country of origin of the goods; (vi) the valuation of the goods; (vii) the currency in which the goods are priced; and (viii) any discounts that have been included for the shipment that are not otherwise reflected in the unit price.

i. Seller shall promptly notify Buyer in writing of any suspected violation of the aforementioned Export Control Laws of which it becomes aware. Seller further agrees that it will fully cooperate in any investigation by or on behalf of Buyer related to the subject matter of the Purchase Order, including by providing full access to relevant personnel and records to aid Buyer in the identification and evaluation of any suspected violation, following reasonable notice from Buyer.

j. Seller shall indemnify, defend and hold harmless Buyer and Buyer's parent companies, subsidiaries, affiliates, shareholders, members, partners, directors, managers, officers, employees, insurers, agents, customers, successors and assigns from and against any and all claims, demands, actions, losses, injuries, damages, liabilities, obligations, penalties, costs and expenses, including attorneys' fees, experts' fees and other costs of defending any claim, demand or action (including costs of investigation of potential violations of the Export Control Laws) (collectively, "Losses") that may arise as a result of Seller's breach of any of the provisions within this Paragraph 5.

**6. COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to examine any of Seller's or any subcontractors' records that pertain to, and involve transactions relating to, this Purchase Order. Seller shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this Purchase Order or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this Purchase Order. If this Purchase Order is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals or to litigation or the settlement of claims arising under or relating to this Purchase Order shall be made available until such appeals, litigation, or claims are finally resolved. As used in this Paragraph 6, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Seller to create or maintain any record that Seller does not maintain in the ordinary course of business or pursuant to a provision of law.

## **7. CONFLICT MINERALS DISCLOSURE.**

a. Buyer advises Seller that Buyer is required to comply with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the implementing regulations issued by the United States Securities and Exchange Commission (together the “Act”). Seller must comply with the provisions of this paragraph (e) to ensure that goods do not include conflict minerals sourced from mines or smelters in the Democratic Republic of the Congo (“DRC”) or an adjoining country that are providing financial support to groups who are operating in violation of human rights. In addition, Seller acknowledges that Buyer will rely on the accuracy and completeness of information that Seller furnishes to Buyer as the basis for Buyer’s decisions regarding its compliance with the Act and its disclosures under the Act. The terms “adjoining country”, “conflict mineral”, and “conflict minerals from recycled or scrap sources”, and variations of those terms, are used herein as those terms are defined for purposes of the Act. As of July 31, 2018, the term “conflict mineral” includes columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives, limited to tantalum, tin, and tungsten. That definition is used here unless the U.S. Secretary of State determines and publishes a list of additional derivatives financing conflict in the DRC or an adjoining country and states that the Act applies to those minerals as well.

b. Seller represents, warrants, covenants and certifies that it has adopted supply chain policies and processes that will require: (1) a reasonable inquiry into the country of origin of conflict minerals incorporated into goods it sells to Buyer to determine whether any conflict minerals are from the DRC or adjoining countries or are not conflict minerals because they are known not to be from the DRC region/adjoining countries or are known to be from recycled or scrap sources; (2) due diligence of Seller’s supply chain, as necessary, to determine where conflict minerals were sourced, including whether the source of any conflict minerals was certified as conflict-free by the EICC or a similarly-recognized certification agency; and (3) disclosure of the findings of the country of origin inquiry and due diligence to Buyer as it becomes available or in response to Buyer’s request.

c. Seller further agrees to take all other measures reasonably requested by Buyer to enable Buyer to comply with the Act, including its implementing regulations, as they may be amended over time. Specifically, Seller agrees: (1) to respond to each request from Buyer by certifying in writing to Buyer whether Seller is complying with this Paragraph 7; (2) to provide Buyer with such information regarding the source and chain of custody of all conflict minerals that may be contained in goods furnished hereunder as Buyer may request from time to time and to certify in writing as to the accuracy and completeness of such information; (3) to cooperate promptly as requested by Buyer with Buyer’s efforts to comply with the Act, including permitting Buyer, at any time, to review Seller’s processes, procedures and all other documentation regarding Seller’s obligations to comply with this Paragraph 7; and (4) without limiting Seller’s obligations to comply fully with this Paragraph 7 for goods furnished under this Purchase Order, to use commercially reasonable efforts to cause its subcontractors of every tier to provide Buyer and Seller with the information and cooperation that Seller is required to provide under this Paragraph 7.

## **8. DISPUTES.**

a. If Buyer elects to prosecute any dispute involving this Purchase Order under the disputes procedure applicable to the U.S. Government prime or higher-tier contract, Seller shall cooperate fully with Buyer in prosecuting the dispute. Seller shall be bound by the final outcome of the disputes procedure if: (i) Buyer has afforded Seller an opportunity to participate in Buyer's prosecution of the dispute; or (ii) Buyer, having decided to discontinue its own prosecution of the dispute, has afforded Seller an opportunity to continue to prosecute the dispute in Buyer's name. Buyer and Seller shall each bear their own costs of prosecuting any dispute. Pending the final resolution of any dispute arising out of or relating to this Purchase Order, Seller shall proceed diligently with performance of this Purchase Order, including the delivery of goods.

b. Pending resolution of any dispute hereunder, Seller shall proceed diligently with the performance of work, including the delivery of goods in accordance with Buyer's direction.

## 9. CHANGES.

a. For any changes issued in accordance with Paragraph 22 of Buyer's Terms and Conditions of Purchase, Seller must assert its right to an adjustment within fifteen (15) days from the date of receipt of the written order. However, if Buyer decides that the facts justify it, Buyer may receive and act upon a proposal submitted before final payment of this Purchase Order. Buyer has the right to examine any of Seller's pertinent books and records for the purpose of verifying Seller's claim.

b. Seller shall immediately proceed with the performance of this Purchase Order as changed. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" provision. Seller shall not be entitled to any claim for changes unless authorized in writing by Buyer.

## 10. LIMITATION OF LIABILITY.

a. In no event shall Buyer be liable to Seller (i) for any punitive, exemplary or other special damages arising under or relating to this Purchase Order or the subject matter hereof (ii) for any indirect, incidental or consequential damages (including, without limitation, loss of use, income, profits or anticipated profits, business or business opportunity, savings, data, or business reputation) arising under or relating to this Purchase Order or the subject matter hereof, regardless of whether such damages are based in contract, breach of warranty, tort, negligence or any other theory, and regardless of whether Buyer has been advised of, knew of, or should have known of the possibility of such damages.

b. The maximum aggregate liability of Buyer to Seller arising out of or relating to this Purchase Order shall not exceed the purchase price for the goods at issue in the claim.

## 11. FAR/DFARS/DLAD CLAUSES.

a. The following clauses set forth in the Federal Acquisition Regulation ("FAR" available at <http://www.acquisition.gov/FAR>), the Department of Defense FAR Supplement ("DFARS" available at <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>), and the Defense

Logistics Acquisition Directive (“DLAD” available at <https://www.acquisition.gov/dlad>), in effect as of the date identified below are incorporated herein by reference with the same force and effect as if they were given in full text. For purposes of this Purchase Order, the following clauses shall operate, impose the obligations and responsibilities of the parties and be interpreted as if “Government” means “Buyer,” “Contracting Officer” means an authorized representative of Buyer’s purchasing department, “Contract” means this “Purchase Order,” “Offeror” means “Seller,” “Contractor” means “Seller,” and “Disputes clause” means the Disputes clause of this Purchase Order. Seller shall also include these FAR and DFARS clauses in each lower-tier subcontract it issues, as applicable.

b. “COTS item” means any item of supply (including construction material) that is: (i) a commercial item (as defined in paragraph (1) of the commercial item definition FAR 2.101); (ii) sold in substantial quantities in the commercial marketplace; and (iii) offered to Buyer under this Purchase Order without modification, in the same form in which it is sold in the commercial marketplace.

c. “Prime Contract” means the contract with the U.S. Government under which this Purchase Order is issued.

d. “SAT” means the Simplified Acquisition Threshold in effect as of the date of the issuance of the Prime Contract under which the Purchase Order is issued.

FAR	Clauses	Date
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government (applies to Purchase Orders with a value over the SAT)	SEP 2006
52.203-7	Anti-Kickback Procedures (except paragraph (c)(1), applies to Purchase Orders with a value over \$150,000)	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (applies to Purchase Orders with a value over \$150,000)	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct (applies to Purchase Orders that have a: (i) value exceeding \$5.5 million; and (ii) performance period of more than 120 days)	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (applies to Purchase Orders with a value over the SAT)	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements (applies to Purchase Orders that involve access to classified information)	AUG 1996
52.204-9	Personal Identity Verification of Contractor Personnel (applies to Purchase Orders when Seller’s employees are required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system; Seller shall return to Buyer the identification issued under the	JAN 2011

	clause)	
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (applies to Purchase Orders with a value of \$30,000 or more; Seller is only required to provide Buyer with the information required in paragraphs (d)(2) and (d)(3) of the clause; such information provided by Seller will be made publicly available)	OCT 2018
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (applies to Purchase Orders, other than those for COTS items, in which Seller may have Federal contract information residing in or transiting through its information system)	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	AUG 2019
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (applies to Purchase Orders with a value over \$35,000, other than Purchase Orders for COTS items)	OCT 2015
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority and Allocation Requirements	APR 2008
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (including Alt II)	OCT 2010
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-28	Post-Award Small Business Program Representation	JUL 2013
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (applies to Purchase Orders that may require or involve the employment of laborers or mechanics)	MAR 2018
52.222-19	Child Labor – Cooperation with Authorities and Remedies	OCT 2019
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans (applies to Purchase Orders with a value equal to or exceeding \$150,000)	OCT 2015
52.222-36	Affirmative Action for Workers with Disabilities (applies to Purchase Orders with a value over \$15,000)	JUL 2014
52.222-37	Employment Reports on Veterans (applies to Purchase Orders with a value equal to or exceeding \$150,000)	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (applies to Purchase Orders with a value over \$10,000)	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-3	Hazardous Material Identification and Material Safety Data	JAN 1997
52.223-7	Notice of Radioactive Materials (applies to Purchase Orders	JAN 1997



	for radioactive materials meeting the criteria in paragraph (a) of the clause)	
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (applies to Purchase Orders for ozone-depleting substances or for supplies that may contain or be manufactured with ozone-depleting substances or high global warming potential hydrofluorocarbons)	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products (applies to Purchase Orders for energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program)	DEC 2007
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.225-1	Buy American Act – Supplies	MAY 2014
52.225-5	Trade Agreements (applies in lieu of FAR 52.225-1 when specified in the Purchase Order)	OCT 2019
52.225-8	Duty-Free Entry	OCT 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1*	Authorization and Consent (applies to Purchase Orders with a value over the SAT)	DEC 2007
52.227-2*	Notice and Assistance Regarding Patent and Copyright Infringement (applies to Purchase Orders with a value over the SAT)	DEC 2007
52.227-9	Refund of Royalties (applies to Purchase Orders in which the amount of royalties reported during negotiation of the Purchase Order exceeds \$250)	APR 1984
52.232-17	Interest	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (applies to Purchase Orders with small business concerns)	DEC 2013
52.233-3	Protest After Award (in paragraph (b)(2), the term “30 days” is changed to “15 days”)	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	SEP 2016
52.236-13	Accident Prevention	NOV 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order (In paragraph (b)(2), the term “30 days” is changed to “15 days”)	AUG 1989
52.243-7	Notification of Changes (The applicable time periods for the notice and response in paragraphs (b) and (d), respectively, shall be fifteen (15) calendar days and thirty (30) calendar days)	JAN 2017
52.244-6	Subcontracts for Commercial Items	AUG 2019
52.245-1	Government Property (applies to Purchase Orders that involve the receipt or purchase of Government property)	APR 2012
52.245-9	Use and Charges (applies if FAR 52.245-1 applies)	APR 2012
52.246-15	Certificate of Conformance	APR 1984
52.247-63	Preference for U.S.-Flag Carriers (applies to Purchase Orders that may involve international air transportation)	JUN 2003
52.247-64	Preference for Privately Owned U.S.-Flag Commercial	FEB 2006

	Vessels	
52.248-1	Value Engineering (applies to Purchase Orders with a value equal to or exceeding \$150,000)	OCT 2010

***The following DFARS clauses apply to Purchase Orders issued in support of Department of Defense Prime Contracts.***

<b>DFARS</b>	<b>Clauses</b>	<b>Date</b>
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirements to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General (applies if FAR 52.203-13 applies)	DEC 2012
252.204-7000	Disclosure of Information (applies to Purchase Orders when the Seller will have access to or generate unclassified information that may be sensitive and inappropriate for public release)	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (applies to Purchase Orders for operationally critical support, or for which performance will involve covered defense information)	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material	DEC 1991
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	JUN 2010
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	MAY 2019
252.211-7003	Item Unique Identification and Valuation (applies to Purchase Orders for items for which item unique identification is required)	MAR 2016
252.211-7006	Passive Radio Frequency Identification	MAR 2018
252.211-7007	Reporting of Government-Furnished Property (applies if FAR 52.245-1 applies)	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers (applies if DFARS 252.211-7003 applies)	SEP 2010
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels (applies to Purchase Orders that involve the delivery of hazardous materials)	DEC 1991
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic and Hazardous Materials—Basic (applies to Purchase Orders that require, may require or permit Seller access to a DoD installation)	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American Act And Balance Of Payments Program – Basic (applies in lieu of FAR 52.225-1 for Purchase Orders issued in support of DoD Prime Contracts)	DEC 2017
252.225-7002	Qualifying Country Sources as Subcontractors	DEC 2017
252.225-7004	Report of Intended Performance Outside the United States and Canada—Submission After Award (applies to Purchase Orders with a value exceeding \$550,000 that will be performed outside of the U.S. and Canada; Seller is only	MAY 2019

	required to provide the information that Buyer needs to comply with this clause)	
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (applies to Purchase Orders for items covered by the U.S. Munitions List or the 600 series of the Commerce Control List)	DEC 2018
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (except paragraphs (d) and (e)(1))	OCT 2014
252.225-7012	Preference for Certain Domestic Commodities	DEC 2017
252.225-7013	Duty-Free Entry	MAY 2016
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (applies to Purchase Orders with a value over the SAT that require the delivery of hand or measuring tools)	JUN 2005
252.225-7021	Trade Agreements – Basic (applies in lieu of FAR 52.225-5 for Purchase Orders issued in support of DoD Prime Contracts)	SEP 2019
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (applies to Purchase Orders that involve delivery to the government of carbon, alloy, or armor steel plate described in paragraph (b) of the clause)	DEC 2006
252.225-7031	Secondary Arab Boycott of Israel	JUN 2005
252.225-7033	Waiver of United Kingdom Levies (applies to Purchase Orders which may involve the award of a lower-tier subcontract exceeding \$1M to a U.K. firm)	APR 2003
252.225-7038	Restriction on Acquisition of Air Circuit Breakers (applies to Purchase Orders over \$150,000)	JUN 2005
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets and Tungsten	APR 2019
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (applies to Purchase Orders with a value exceeding \$500,000)	APR 2019
252.227-7013*	Rights in Technical Data – Noncommercial Items	FEB 2014
252.227-7014*	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015*	Technical Data–Commercial Items and Alt I (Dec 2011)	FEB 2014
252.227-7016*	Rights in Bid or Proposal Information	JAN 2011
252.227-7019*	Validation of Asserted Restrictions – Computer Software	SEP 2016
252.227-7025*	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026*	Deferred Delivery of Technical Data or Computer Software	APR 1988
252.227-7027*	Deferred Ordering of Technical Data or Computer Software	APR 1988
252.227-7037*	Validation of Restrictive Markings on Technical Data	SEP 2016
252.235-7003	Frequency Authorization—Basic (applies to Purchase Orders requiring the development, production, construction, testing or operation of a device for which a radio frequency authorization is required)	MAR 2014
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property (applies if FAR 52.245-1 applies)	APR 2012

252.245-7002	Reporting Loss of Government Property (applies if FAR 52.245-1 applies)	DEC 2017
252.245-7003	Contractor Property Management System Administration (applies if FAR 52.245-1 applies)	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal (applies if FAR 52.245-1 applies)	DEC 2017
252.246-7001	Warranty of Data – Basic	MAR 2014
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (applies to Purchase Orders for electronic parts or assemblies containing electronic parts)	AUG 2016
252.246-7008	Sources of Electronic Parts (applies to Purchase Orders for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer)	MAY 2018
252.247-7023	Transportation of Supplies by Sea	FEB 2019
252.249-7002	Notification of Anticipated Contract Termination or Reduction (applies to Purchase Orders of \$150,000 or more)	MAY 2019

***The following DLAD clauses apply to Purchase Orders issued in support of Defense Logistics Agency Prime Contracts.***

<b>DLAD</b>	<b>Clauses</b>	<b>Date</b>
52.211-9002	Priority Rating (applies to rated Purchase Orders)	NOV 2011
52.211-9013	Shipper's Declaration of Dangerous Goods (applies to Purchase Orders involving the shipment of dangerous or hazardous goods or materials)	APR 2014
52.211-9014	Contractor Retention of Traceability Documentation (applies to Purchase Orders with dealers/distributors (non-manufacturers))	AUG 2012
52.211-9024	Shelf-Life Items Manufacturing Restrictions	MAY 2013
52.246-9003	Measuring and Test Equipment	NOV 2011
52.246-9004	Product Verification Testing	MAR 2014
52.246-9039	Removal of Government Identification from Non-Accepted Supplies	NOV 2011
52.246-9066	Documentation of Traceability	JAN 2009

***The following DLAD clauses apply to Purchase Orders issued in support of a Defense Logistics Agency Prime Contract that requires Seller to ship goods directly to the Government.***

<b>DLAD</b>	<b>Clauses</b>	<b>Date</b>
52.211-9010	Shipping Label Requirements - Military Standard (MIL-STD) 129P	APR 2014
52.211-9033	Packaging and Marking Requirements	APR 2008
52.211-9035	Marking Requirements—DLA Maritime	NOV 2011
52.211-9036	Physical Item Identification/Bare Item Marking (Land & Maritime)	NOV 2011

52.211-9053	Expedited Handling Shipments	NOV 2011
52.211-9094	Preparation for Delivery	NOV 2012
52.211-9095	Palletization of Shipments	SEP 2012
52.247-9012	Requirements for Treatment of Wood Packaging Material (WPM)	FEB 2007
52.247-9030	Commercial Shipping Documents	NOV 2011
52.247-9035	Shipping Instructions (Domestic)	NOV 2011
52.247-9036	Shipping Instructions (Export)	NOV 2011
52.247-9037	Trans-Shipment of Material Through DLA Containerization and Consolidation Points (CCP)	NOV 2011
52.247-9038	Shipping Instruction for DLA Direct Acquisitions	NOV 2011
52.247-9058	First Destination Transportation (FDT) Program - Shipments Originating From Outside the Contiguous United States (OCONUS)	JUL 2013

\*For clauses marked with an asterisk (\*), no substitution of parties for “Government” and “Contracting Officer” apply. References to the “Government” shall mean the U.S. Government and references to the “Contracting Officer” shall mean the U.S. Government Contracting Officer.

**AMENDMENTS REQUIRED BY PRIME CONTRACT.** Buyer may modify these general provisions to add or delete any provisions that are not reflected in the applicable Prime Contract or a higher-tiered subcontract or in subsequent amendments to the Prime Contract or higher-tiered subcontract. Accordingly, Seller agrees that upon the request of Buyer, Seller will negotiate in good faith with Buyer relative to modifications to this Purchase Order to incorporate additional provisions herein or to change provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or higher-tiered subcontract, or with the provisions of amendments to such Prime Contract or higher-tiered subcontract. If any such modification to this Purchase Order causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Purchase Order, an equitable adjustment shall be processed pursuant to the “Changes” clause of this Purchase Order.