

## Terms and Conditions of Purchase

1. **BUYER:** Buyer as used herein means XACTIV, Inc., DBA Torrey Pines Research, its successors, and assigns. Seller shall be the party as set forth on the applicable purchase order.
2. **ACCEPTANCE:** No modifications to these terms and conditions shall be affected by Buyer's receipt or acknowledgment of any proposal or other document submitted by Seller containing additional or different terms and conditions. If any document from Seller contains any terms or conditions conflicting with or additional to the terms and conditions of this Agreement, Buyer hereby rejects such terms and conditions. No statements or agreements, oral or written, shall vary or modify these terms and conditions. Seller's shipment of goods in lieu of acceptance shall be treated as Seller's acceptance of these terms and conditions.
3. **PRICE:** If no price is specified in the purchase order, it is agreed that the price will be the lowest price for like goods of like quality charged by Seller from the date of the purchase order until the date of delivery and in no event will the price be higher than previously quoted to or charged to the Buyer unless written notification is received from the Seller and the prices are authorized in writing by the Buyer.
4. **WARRANTIES:** In addition to all warranties implied in fact or law, Seller expressly warrants that all goods covered by the order (i) shall be of good quality and workmanship and free from all defects; (ii) shall conform to all specifications, drawings, descriptions and samples approved by Buyer; and (iii) shall be merchantable. Acceptance of, or payment for goods shall not constitute a waiver of warranties. Buyer's approval of samples furnished for inspection is to assist Seller and does not relieve Seller from responsibility to deliver goods conforming to all specifications, drawings, and description. Seller warrants that any software provided by Seller to Buyer does not contain any malicious code, including but not limited to, any virus, worm, trap door, back door, timer, or clock that may be used to access, alter, delete, damage, disable, cause disruption of or otherwise interfere with Buyer's use of the software or any other software, hardware or computer system. Seller warrants that it owns or possesses all rights, title, and licenses necessary to perform its obligations under the purchase order. Seller further warrants that the product(s) provided under the purchase order does not infringe or misappropriate any patent, copyright, trade secret, trademark or other proprietary right of any other person or entity. Seller warrants that any services provided will be performed in a professional and workman like manner and otherwise in accordance with prevailing industry standards.
5. **INDEMNIFICATION:** Seller shall indemnify, defend, and hold Buyer harmless against any all costs, claims, losses, charges, penalties, liabilities, settlements, and expenses, including attorney, accountant, consultant and expert witness fees Buyer may sustain or incur arising out of or relating to (i) any defect in the products provided by Seller or of failure of Seller to deliver products as set forth in the order, (ii) any breach of any warranty hereunder, (iii) Seller's negligence or intentional misconduct, or (iv) Seller's violation of any applicable law
6. **CONFIDENTIALITY:** Seller expressly warrants and agrees it will not disclose and will maintain the confidentiality of all matters and designs of Buyer that Seller has access to or information about, directly or indirectly, as a result of this purchase order, and will use any confidential information of Buyer solely to provide Buyer the products and/or services in accordance with the purchase order.

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If Seller is required by order of a court or other governmental body having jurisdiction to disclose confidential information of Buyer, it shall give reasonable notice to Buyer with adequate time for Buyer to seek a protective order.

7. **TIME OF DELIVERY:** If the order provides for partial shipment, Buyer may suspend shipment of the balance upon notice to the Seller, such suspended shipments to be shipped on or before the last shipping or release date specified. Seller's failure to deliver as specified permits cancellation by Buyer of the order, or any part thereof, without liability to Buyer.
8. **CANCELLATION:** In addition to all other rights provided herein and by law, Buyer reserves the right to cancel the order in whole or in part if the goods do not conform to any express or implied acceptance criteria, specification, or test, or if Seller fails to make deliveries as directed by Buyer, or upon Seller's insolvency. If the order requires or authorizes the delivery of Products in separate lots to be separately accepted and if any Products do not conform hereto, Buyer may reject any or all Products affected, or the entire installment, and any undelivered installments. Buyer reserves the right to cancel any part of this order with respect to Products which have not actually been shipped by Seller if Buyer's ability to receive or use the Products is affected by any cause beyond its reasonable control, and Buyer shall be charged only (i) the contract price for conforming goods when delivered and (ii) Seller's actual costs with respect to the undelivered Products under the order (including sums payable or paid by Seller to settle obligations assumed under the authority of the order), such total charge to be in no event greater than the contract price.
9. **COMPLIANCE WITH LAW:** Seller warrants that in its performance hereunder it will comply with all applicable federal, state and local laws, rules, regulations, and administrative and executive orders, including but not limited to those pertaining to discrimination, contract renegotiation, maximum ceiling prices, fees for solicitation of contracts, security and inspection of records.
10. **EMPLOYEES:** If Seller is to perform any services for Buyer on any premises owned or controlled by Buyer or elsewhere, Seller agrees to: (i) keep the premises and work free and clear of all mechanic's liens, and furnish to Buyer proper affidavits and/or waivers certifying thereto, (ii) perform the work at Seller's sole risk prior to its written acceptance by Buyer and replace at Seller's sole expense all work damaged or destroyed by any cause whatsoever, (iii) indemnify and save Buyer harmless against any and all loss, damage and expense, direct or indirect, caused by or arising from any damage or injury to property or person, including, without limitation, damage or injury to Seller's or Buyer's employees or property, caused by or arising from or in connection with the performance of work hereunder, (iv) carry worker's compensation insurance and disability insurance as required by law covering all employees to be used by Seller in connection with such work, and public liability insurance covering Seller's liability hereunder, (v) prior to commencing work hereunder furnish to Buyer certificates of its insurance carrier showing that such worker's compensation and disability insurance is in force, (vi) indemnify and save Buyer harmless against any and all liability arising hereunder by reason of any applicable unemployment insurance laws.
11. **GOVERNING LAW AND VENUE:** The purchase order shall be governed by the laws of the State of New York. Any actions between Buyer and Seller shall be brought in New York state courts in Monroe County, New York and each party hereto accepts the exclusive personal jurisdiction of such

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courts.

12. **DISCLOSURE OF INFORMATION:** Any unpatented knowledge or information concerning Seller's products, methods or manufacturing processes which Seller may disclose to Buyer shall, unless otherwise specifically agreed in writing signed by the parties hereto, be deemed to have been disclosed as part of the consideration for this order, and Seller shall not assert any claim against Buyer as the result of Buyer's use thereof. All drawings, specifications or samples loaned to Seller for production purposes must be considered strictly confidential and shall be preserved in good order, to be returned promptly upon completion of work or termination of order.
13. **SUSPENSION:** The Seller shall, upon Buyer's request, suspend shipment and delivery of material or equipment, and all work and operations hereunder, for such period as Buyer may request.
14. **PATENTS:** Seller guarantees that materials or supplies specified herein and their sale or use, alone or in combination, will not infringe on any United States or Foreign Patents and agrees to indemnify the Buyer against all judgments, decrees, costs, and expenses resulting from any such alleged infringement.
15. **RIGHT TO INSPECT SELLER'S FACILITY:** In addition to all other rights of inspection herein expressed or implied by law, Buyer and Buyer's customers reserve the right to inspect any work being performed by Sellers and inspect Seller's equipment and facilities, at any time during business hours upon reasonable notice. No delay or omission by Buyer and Buyer's customers in exercising any right or remedy hereunder shall operate as a waiver of that right or remedy.
16. **QUALITY SYSTEM REQUIREMENTS:** As appropriate, Seller shall implement and maintain a Quality Management System (QMS) that is in compliance with AS 9003, AS 9100 Rev D, ISO 9001, or an equivalent registered system. Seller shall forward a copy of their Quality Management System certifications to their contact at Buyer. Certifications must clearly and accurately contain the name, address, city, and state of the business under registration. Any changes to the certification such as a change of the Certification/Registration Body, update, withdrawal, or disapproval must also be forwarded to the Buyer. Buyer may recognize second, or third-party certifications issued by an accredited Certification/Registration Body provided that the scope of the audit performed correlates with the type of product/service being provided to Buyer. Buyer reserves the right to perform additional assessments if deemed necessary. Initial and subsequent periodic review of Seller's quality system may be performed. Objective evidence of Seller's compliance, either by submittal of requested evidence, or evidence of a third-party accreditation, may be acceptable for the purpose of re-survey, but will not preclude the use of on-site evaluations or other review methods. A change in Seller's name, ownership, or facility; a loss of third-party certification; or adverse actions taken by the government will subject the Seller's Quality System to reevaluation by XACTIV. Seller shall notify the Buyer of any of these changes in writing and forward a copy of the updated registration certificate to Buyer.
17. **QUALITY RECORDS:** Seller shall maintain a documented procedure for creation, change (handwritten or other), completion and control of Quality records in accordance with the applicable Quality System standard (i.e. – ISO 9001, AS9100). Any change to paper records should follow industry standards of a strike through of the incorrect information, adding the correct

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information, initials of the person making the change and the date. The records shall be retained for a period of not less than seven (7) years from completion of purchase order. The supplier must impose this requirement on their sub tiers. Unless otherwise directed by Buyer, records are to be maintained utilizing the supplier's documented procedure and provided without cost to Buyer upon request.

Records shall include, but not be limited to, the following:

- Evidence of inspection to assure adherence to applicable drawings or specifications and revisions.
  - First Article Inspection Report
  - Test Reports
  - Periodic inspection and control of inspection media
  - Records to indicate control of Special Tooling and Special Test Equipment
  - Test data records of all qualification and acceptance test performed.
  - Certification of personnel as required by specification and/or contract.
  - Raw Material and Process certifications
  - Material Review Reports
  - Or any other record in the realization, verification or validation processes
18. **NONCONFORMING MATERIAL CONTROL:** Nonconforming material must be identified and documented, segregated, or bonded, pending disposition when found, to prevent its unintended release or use, and evaluated to determine the actions necessary to contain its effect on other processes or products.
19. **CORRECTIVE & PREVENTATIVE ACTION:** Seller shall respond to all requests for corrective action on or before the requested response due date. Seller shall maintain a documented system for determining root causes of documented defects and obtaining corrective action and preventive action both internally and from its suppliers. Seller is accountable for the effectiveness of corrective and preventive actions taken.
20. **FOREIGN OBJECT DEBRIS/DAMAGE (FOD):** As appropriate, Seller shall develop, implement and maintain a Foreign Object Debris/Damage (FOD) process that meets the intent of NAS 412, Foreign Object Damage/Foreign Object Debris (FOD) Prevention, utilizing the guidance provided to establish an effective FOD prevention program for their product or program. FOD incidences should be investigated to determine containment actions, root cause and corrective actions to preclude future recurrence. Employee training and performance measurements should be utilized for increased awareness and continual improvement.
- a. Seller shall maintain good housekeeping to preclude the introduction of or damage to any product/material caused by a foreign object(s) into any deliverable item.
  - b. Seller shall employ appropriate practices to assure timely removal of residue/debris generated during manufacturing operations or tasks.

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- c. Seller shall determine if sensitive areas that have a high probability of introduction of foreign objects debris should have special emphasis controls in place for the manufacturing environment. Tool and Hardware accountability methods shall be established to ensure positive control and accountability, as applicable.
21. **CHANGES IN SPECIFICATIONS:** The Buyer reserves the right to make such changes in specifications and designs as may be necessary or desirable after this order is accepted. Any difference in contract price or delivery time resulting therefrom shall be agreed upon in writing and signed by the parties hereto.
22. **SUPPLIERS OF AGE-SENSITIVE MATERIALS:** Seller shall provide original manufacturing/cure date, and lot number(s), and the shelf-life expiration date (if indefinite or unlimited, so state). Seller shall physically identify the shelf-life expiration date on the deliverable product or the unit packaging according to the applicable standard. Seller shall not ship any products that have less than 85% of their shelf life at the time of shipment. In addition, Seller shall forward any special storage/handling instructions. Seller is responsible for determining if acceptance test report submittal is required in accordance with applicable material specification.
23. **INSPECTION OF PRODUCT:** Material shall not be deemed accepted until after final inspection. The making or failure to make any inspection of, or payment for or acceptance of, the goods, shall in no way impair the Buyer's right to reject nonconforming goods. Defective material will be returned at the Seller's expense including all transportation charges. Replacement of defective material is subject to the option of the Buyer. The seller shall maintain adequate and authenticated inspection and test documents relating to work performed under this Order for a period of minimum three (3) years after completion of this Order or as otherwise specified in this Order. The Buyer shall make these records available to the Buyer upon request. The seller agrees to insert the substance of this clause, including this sentence, in any lower tier subcontract.
24. **PACKAGING:** Materials must be packed and marked in such a manner as to permit securing lowest transportation rates. No additional charge for crating, packing, etc. will be allowed unless specifically authorized.
25. **SHIPPING DOCUMENTATION REQUIREMENTS:**
  - a. Packing Slip - Seller shall provide a packing sheet or attachments for each separate shipment with at least the Seller's company name and address, Purchase Order number, line item(s) and part numbers.
  - b. Certificate of Analysis and Certificate of Conformance
    1. Seller shall provide a Certificate of Analysis (C of A) or Certificate of Conformance (C of C) assuring that all work performed in connection with the purchase order conforms to requirements therein. The C of A and C of C may be separate documents or included on the packing sheet.
    2. When certification is made on the packing sheet it shall have the printed/typed name of the Seller's authorized representative certifying the shipment, their title, and signature and date.

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3. When a C of A and C of C is used for certification, it shall have all the relevant information regarding the parts being certified, such as purchase order, line item number, part number, quantity of parts covered, reference to the standard (and revision) followed to perform the service and Seller's unique production job/lot/batch/serial number that the products/services were performed under (if applicable) or it shall contain a reference to the packing sheet (list) number and have the printed/typed name of the Seller's authorized representative certifying the shipment, their title, and signature or stamp and date. The C of A and C of C must reference the standard (and revision) followed to produce the product or perform the service.

26. **PART MARKING REQUIREMENTS:** Seller shall mark all deliverable products as required by the purchase order, engineering drawing and manufacturing planning. Unless otherwise stated in the engineering requirements, Seller shall apply the date of manufacture, date code(s) or other control identifier number (see examples below) to all deliverable hardware. Information must be applied adjacent to the hardware's identification markings and must be traceable to supplier's build documentation. Hardware produced in lots, batches, groups, etc., shall have traceable control information applied. When size of hardware, or Seller's automated stamping process, does not permit data application to individual hardware (such as standard parts), the information shall be similarly placed on bags, tags, or labels as applicable.

Examples of traceable information may include, but are not limited to:

- Date of Manufacture
- Control Number
- Batch Number
- Serial Number
- Heat Lot Number
- Casting Number
- Lot Number
- Final Inspection Date
- Work Order Number

27. **COUNTERFEIT PREVENTION:** As appropriate, Seller shall have a counterfeit detection process that meets SAE standard AS5553, Counterfeit Electronic Parts, Avoidance, Detection, Mitigation, and Disposition and/or SAE Standard AS6174, Counterfeit Materiel: Assuring Acquisition of Authentic and Conforming Materiel utilizing the appropriate Appendices and Aerospace Recommended Practice (ARP) as guidance, as appropriate to the specific commodity types.
- a. All component parts delivered and/or used in the manufacture of deliverable products shall be from the Original Component Manufacturer (OCM), Original Equipment Manufacturer (OEM) or franchised distributors or authorized Aftermarket Manufacturer (AM), or suppliers that obtain such parts exclusively from the original manufacturers of the parts or their authorized suppliers (one-tier removed supplier).
  - b. Raw Material may be purchased through independent distribution as long as evidence of supply chain traceability (chain of custody) back to the mill is available. Seller shall maintain the original mill certification and any secondary independent test laboratory certification(s) if any additional process was done after original mill certification.

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- c. Franchised distributors must be contractually franchised at the time of quote, PO acceptance, and delivery. Parts shall not be used or reclaimed and misrepresented as new.
28. **ENVIRONMENTAL HEALTH AND SAFETY:** Seller will comply with all federal, state, local and government agency environmental, health and safety laws. The seller shall ensure that its employees, agents and subcontractors understand and comply with all applicable policies, procedures and programs and shall be liable for any non-compliance by its employees, agents and subcontractors.
29. **ETHICAL BUSINESS PRINCIPLES:** Seller acknowledges and agrees that Buyer requires that Seller maintain a high standard of ethical conduct in all its dealings with Buyer. Buyer's policy prohibits all employees from accepting gratuities, gifts, entertainment or other favors, as well as from engaging in any activities which create the perception of a conflict of interest, from any current or prospective Seller. Seller is encouraged to implement their own written code of conduct and to flow down their principles to the entities that furnish them with goods and services. Buyer expects Seller to maintain effective programs to encourage their employees to make ethical, value-driven choices in their business dealings.
30. **ANTI-TRAFFICKING IN PERSONS:** FAR Subpart 22.17 requires that clause 52.222-50, Combating Trafficking in Persons, be incorporated in all solicitations and contracts, and that the substance of this clause shall be included in all subcontracts and in all contracts with agents. FAR clause 52.222-50 prohibits contractors, subcontractors, their employees, and their agents from: • Engaging in severe forms of trafficking in persons • Procuring commercial sex acts • Using forced labor during the period of performance of the contract • Destroying, concealing, or confiscating an employee's identity documents • Using misleading or fraudulent recruitment practices • Charging employees recruitment fees • Failing to provide return transportation or pay for the cost of return transportation at the end of employment • Failing to provide or arrange for housing that meets safety standards • If required by law or contract, failing to provide an employment contract, recruitment agreement, or other work document in writing The FAR clause requires contractors and subcontractors to notify employees and agents of the U.S. Government policy prohibiting trafficking in persons, and the actions that will be taken against them for violations of this policy. Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract
31. **FLOW THROUGH CLAUSES:** As applicable, Seller shall comply with the clauses set forth in Appendix A.

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### APPENDIX A

#### FLOW THROUGH CLAUSES

- 1) Seller shall comply with the requirements of 41 CFR 60-1.4(a). This regulation applies to all Orders regardless of value of the Order, and Seller shall flow this clause to all lower tier suppliers. This regulation prohibits discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 2) Seller shall provide written notification to Buyer prior to making any changes to Seller's tooling, facilities, materials, or processes, and/or shall provide written notification to Buyer upon becoming aware of any such changes by Seller's Subcontractors at any tier, that could affect Seller's performance under this Order. This requirement includes changes to fabrication, assembly, handling, inspection, acceptance, testing, manufacturing location, parts, materials, or suppliers. Seller shall notify Buyer of any pending or contemplated future action to discontinue Products purchased pursuant to this Order and shall allow Buyer to submit a forecast of expected annual usage prior to Seller finalizing its decision to discontinue the Products. Seller shall provide Buyer with a "Last Time Buy Notice" at least twelve (12) months prior to the actual discontinuance. Seller shall extend opportunities to Buyer to place last time buys of such Products with deliveries not to exceed one hundred eighty (180) days after the last time buy date. The seller shall flow down to Subcontractor(s) the requirements of this Clause.
- 3) Seller must provide Buyer with a list of substances contained in any of the Products that were included on the list of Candidate List substances published by European Chemicals Agency (ECHA) on October 28, 2008. Thereafter, if a substance is added to the Candidate List by ECHA, and that substance is also contained in any Products, Seller must notify Buyer within 15 days.
- 4) Since XACTIV does business with the US Government either directly or indirectly, we are obligated to flow down the following FAR and DFRA Clauses per table 4.1 below. Note that not all clauses will be applicable to all vendors, suppliers, and subcontractors. Highlighted in bold are the mandatory and non-negotiable flowdowns that is applicable to all domestic vendors, suppliers and subcontractors according to [FAR 52.244-6](#).

Details regarding each of the clauses and its applicability can be found in:

<https://www.acquisition.gov/browse/index/far>



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Clause	Title	
52.202-1	Definitions.	
52.203-3	Gratuities	
52.203-6	Restrictions on Subcontractor Sales to the Government	
52.203-7	Anti-Kickback Procedures.	
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	
<b>52.203-13</b>	<b>Contractor Code of Business Ethics and Conduct</b>	
52.203-14	Display of Hotline Posters	
<b>52.203-15</b>	<b>Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009</b>	
52.203-16	Preventing Personal Conflicts of Interest	
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.	
<b>52.203-19</b>	<b>Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements</b>	<b>NOTE: Applicable in all solicitations and resultant contracts, other than personal services contracts with individuals</b>
52.204-9	Personal Identity Verification of Contractor Personnel	
<b>52.204-21</b>	<b>Basic Safeguarding of Covered Contractor Information Systems</b>	
<b>52.204-23</b>	<b>Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities</b>	
<b>52.204-25</b>	<b>Prohibition of Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.</b>	
<b>52.204-26</b>	Covered Telecommunications Equipment or Services-Representation.	
<b>52.204-27</b>	<b>Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328</b>	
52.209-6	Protection of the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	
52.211-5	Material Requirements	
52.211-15	Defense Priority and Allocation Requirements	NOTE: Clause is applicable unless this Order provides no DPAS rating.

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52.215-2	Audit and Records - Negotiation	
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data -Modifications	
52.215-12	Subcontractor Certified Cost or Pricing Data	
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications	Required in any subcontract where a modification adjustment is expected to exceed the threshold for submission of cost or pricing data (FAR 15.403-4). Requires allocated costs to be proportional to an items base cost or price where costs are distributed over several items. When requested by the Contracting Officer, requires identification of items that are a passed through at no value-added.
52.215-14	Integrity of Unit Prices	
52.222-21	<b>Prohibition of Segregated Facilities</b>	<b>NOTE: Applicable if Equal Opportunity clause has been determined to apply to this Order.</b>
52.222-26	<b>Equal Opportunity</b>	
52.222-35	<b>Equal Opportunity for Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans</b>	
52.222-36	<b>Affirmative Action for Workers with Disabilities</b>	
52.222-37	<b>Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans</b>	
52.222-38	Compliance with Veterans’ Employment Reporting Requirements	NOTE: Applicable to any Order over the Simplified Acquisition Threshold and not for the acquisition of commercial items.
52.222-40	<b>Notification of Employee Rights Under the National Labor Relations Act</b>	<b>Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (dl and ff).</b>
52.222-41	Service Contract Labor Standards	<a href="https://www.acquisition.gov/far/52.222-41">https://www.acquisition.gov/far/52.222-41</a>
52.222-50	<b>Combating Trafficking in Persons.</b> Including Alternate I	
52.222-54	Employment Eligibility Verification	NOTE: Applicable to any Order greater than \$3,500 with a period of performance of 120 days or greater.
52.222-55	<b>Minimum Wages Under Executive Order 13658</b>	<b>NOTE: Applicable to Orders subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute</b>
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	
52.222-62	<b>Paid Sick Leave Under Executive Order 13706</b>	

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52.223-3	Hazardous Material Identification and Material Safety Data	NOTE: Entry is "none" unless Seller explicitly states otherwise within its quotation or proposal. ALT I applies if procurement is for other than the Department of Defense.
52.223-7	Notice of Radioactive Materials	
52.223-11	Ozone-Depleting Substances	
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	
52.223-99	Ensuring Adequate COVID-19 Safety Protocols for Fed Contracts	Applicable to Orders for Services being performed in the U.S. or its outlying areas that exceed the simplified acquisition threshold per FAR 2.101
52.224-2	Privacy Act	
<b>52.224-3</b>	<b>Privacy Training</b>	
<b>52.225-26</b>	<b>Contractors Performing Private Security Functions Outside the United States</b>	
52.230-3	Disclosure and Consistency of Cost Accounting Practices	
<b>52.232-40</b>	<b>Providing Accelerated Payments to Small Business Subcontractors</b>	<b>The contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.</b>
52.236-13	Accident Prevention	
52.242-13	Bankruptcy	NOTE: Any such notification shall be to Buyer. After "for all Government contracts," insert "with Seller".
52.242-15	Stop-Work Order	NOTE: The 90-day period in the first and fourth sentences of paragraph (a) is changed to 120 days.
52.244-5	Competition In Subcontracting	
<b>52.244-6</b>	<b>Subcontracts for Commercial Products and Commercial Services.</b>	
52.246-2	Inspection of Supplies - Fixed-Price	
52.246-4	Inspection of Services - Fixed-Price	
52.246-5	Inspection of Services – Cost Reimbursement	
52.247-63	Preference for U.S. - Flag Air Carriers	NOTE: Applicable to any Order and lower-tier subcontracts that involve international air transportation and are greater than the simplified acquisition threshold.
<b>52.247-64</b>	<b>Preference for Privately Owned U.S. - Flag Commercial Vessels</b>	
52.248-1	Value Engineering	NOTE: Applicable to any Order of \$150,000 or more except as specified in FAR 48.201(a). NOTE: In paragraph (j), "Contracting Officer" means the U.S. Government Contracting Officer, and, in the legend of paragraph (m), "Government" means both the U.S.

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Government and Buyer. DOD deviation applies if this Order stems from higher-tier contract with DOD.

<u>DEFARS - Clauses</u>		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies	NOTE: Applicable to all first-tier Orders greater than the simplified acquisition threshold.
252.203-7004	Display of Fraud Hotline Poster(s)	NOTE: Applicable to Orders greater than \$5,500,000, except for Orders for commercial items or lower-tier subcontracts performed entirely outside the U.S.
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	NOTE: Applicable to all Orders at any tier unless the Order is solely for commercially available off-the-shelf items.
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material	NOTE: Applicable to any Order and all lower-tier subcontracts unless it is known that the items being purchased contains no precious metals.
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	NOTE: Applicable to any Order of \$150,000 or more.
252.211-7000	Acquisition Streamlining	NOTE: Applicable to any Order greater than \$1,500,000 and which stems from a Prime Contract under a systems acquisition program.
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	NOTE: Applicable to any Order anticipated to be valued at \$700,000 or lower threshold if effective under older, higher-tier contract.
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	NOTE: Failure to comply with this provision will be considered a material breach and, at the sole discretion of Buyer, may result in termination for default or cause.
252.223-7001	Hazard Warning Labels	NOTE: Applicable to any Order which requires delivery of hazardous materials.
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	NOTE: Applicable to any Order and all lower-tier subcontracts involving arms, ammunition and explosives.
252.223-7008	Prohibition of Hexavalent Chromium	NOTE: Applicable to any Order for Products, maintenance and repair Services, or construction materials unless the exceptions listed in DFARS 223.7304 apply.
252.225-7002	Qualifying Country Sources As Subcontractors	
252.225-7007	Prohibition on Acquisition of United States Munitions List Items From Communist Chinese Military Companies	
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	
252.225-7012	Preference for Certain Domestic Commodities	NOTE: Applicable to any Order greater than the simplified acquisition threshold.

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252.225-7013	Duty – Free Entry	
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools	
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	NOTE: Applicable to any Order and all lower-tier subcontracts if Product supplied contains ball or roller bearings.
252.225-7021	Trade Agreements	
252.225-7025	Restriction on Acquisition of Forgings	
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	
252.225-7033	Waiver of United Kingdom Levies	
252.225-7036	Buy American – Free Trade Agreements – Balance of Payments Program	
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	NOTE: Applicable to all Orders where subcontractor personnel are supporting U.S. Armed Forces deployed outside the U.S.
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States	
252.225-7048	Export Controlled Items	
252.225-7052	Restriction on Acquisition of Certain Magnets and Tungsten	
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	
252.227-7013	Rights in Technical Data – Noncommercial Items	
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	
252.227-7015	Technical Data - Commercial Items	
252.227-7016	Rights in Bid or Proposal Information	
252.227-7019	Validation of Asserted Restriction – 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	
252.227-7030	Technical Data – Withholding of Payment	
252.227-7037	Validation of Restrictive Markings on Technical Data	
252.227-7037	Patent Rights-Ownership by the Contractor (Large Business)	

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252.239-7000	Protection Against Compromising Emanations	NOTE: Applicable to Orders for computer equipment or systems to process Classified Information.
252.239-7010	Cloud Computing Services	
252.239-7016	Telecommunications Security Equipment, Devices, Techniques and Services	
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	NOTES: This clause is applicable to all orders for electronic parts or assemblies containing electronic parts.
252.246-7008	Sources of Electronic Parts	NOTES: This clause is applicable to all orders for electronic parts or assemblies containing electronic parts.
252.247-7023	Transportation of Supplies by Sea	NOTE: Applicable in any Order and all lower-tier subcontracts for ocean transportation of supplies. Paragraphs (f) and (g) shall not apply if this Order or any lower-tier subcontract is at or below the simplified acquisition threshold. NOTE: Paragraph (c), first sentence has been modified as to read "Seller and its subcontractors may request that Buyer obtain Government authorization for shipment..." "45" is changed to "60" days in paragraph (d) and "30" to "20" in paragraph (e). In paragraph (e), delete "and the division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590." In paragraph (g) "for the purposes of the Prompt Payment clause of this contract" is deleted. NOTE: Seller agrees to indemnify and hold Buyer harmless against any loss, damage or expense suffered by Buyer as a result of Seller's failure to comply with the requirements of this clause.
252.249-7002	Notification of Anticipated Contract Termination or Reduction	