



1. ACCEPTANCE: This purchase order constitutes the Buyer's offer to the Seller. The terms and conditions of this offer must be accepted by the Seller. Upon the failure of the Seller to acknowledge this purchase order in writing and agree to its terms the commencement of performance required by this offer shall be conclusive evidence of the Seller's approval of, and consent to, the terms and conditions of purchase herein contained. These Terms and Conditions supersede all inconsistent printed terms on Seller's purchase order form, shipping order form or any other written document provided by Seller to Buyer. These terms may be varied only by a conspicuous written notation on the front of this form, or by an express provision of a separate agreement, but any such specific conspicuous written notation must be signed individually by an authorized agent of Buyer.

2. PACKING: Unless this order states otherwise, no charge shall be made for packing, crating, drayage or other similar costs. Goods shall be packed in accordance with good commercial practice to ensure against damage from weather and/or transportation.

3. INSPECTION AND PAYMENT: Goods purchased hereunder are subject to final inspection and acceptance at Buyer's plant, notwithstanding any other inspection, unless otherwise specifically stated on this order. The risk of loss of any materials or goods purchased hereunder shall pass to Buyer only upon Buyer's completion of its final inspection and Buyer's acceptance thereafter of the materials or goods. Neither compliance by Seller with *instructions or suggestions by any employee of Buyer or Buyer's payment of Seller's invoice for any goods prior to final inspection shall be deemed an acceptance of the goods or a waiver of the right of inspection or any other right herein reserved, or relieve Seller of any obligation or liability under the terms and conditions of this purchase order. Defective goods will be rejected by the Buyer and the aggregate unit prices thereof may be debited against the invoice covering the shipment in which such defective goods are rejected by Buyer, may be debited by Buyer against any other invoices of Seller to Buyer, or may be invoiced by Buyer to Seller for refund. Articles rejected will be held at Seller's risk and subject to Seller's disposal for a reasonable time and, if not disposed of by the Seller, will be sold or otherwise disposed of by the Buyer for the Seller's account.*

4. WARRANTY: Seller warrants that the goods delivered hereunder will conform to final specifications, drawings or other descriptions agreed in writing to be applicable, that they will be free from defects in material and workmanship and, to the extent that such goods are not manufactured pursuant to detailed designs furnished by Buyer, that they will be free from defects in design and suitable for the intended purposes of Buyer. This warranty shall run to the Buyer, its successors, assigns, customers and users of the products including or incorporating goods covered by this purchase order. Goods ordered to United States Government specifications shall comply with such specifications as are current at the date of this order, unless otherwise particularly specified by the Buyer.

5. PATENT, DESIGN, COPYRIGHT AND TRADEMARK INDEMNITY: In consideration of the purchase of the goods described herein, Seller agrees to save harmless, indemnify, protect and defend Buyer, its successors, assigns, shareholders, officers, directors, agents, customers and users of its products against all suits at law or in equity, and all claims, demands, damages, costs and judgments arising out of or due to actual or alleged infringement of any patent, industrial design, copyright or trademark or arising out of or due to any actual or alleged passing off together with all expenses, including attorney's fees incurred by Buyer in connection therewith by reason of sale or use of the goods purchased except those specifically designed by Buyer. Buyer agrees to notify Seller promptly of any suit or claim against Buyer for any alleged infringement or passing off related to the subject goods.

6. (a) TOOLS, MACHINERY AND INFORMATION: Any designs, sketches, drawings, blueprints, patterns, information, dies, molds, models, tools, gauges, materials, equipment, machinery or special appliances ("data, tooling and equipment") provided by Buyer to Seller or made or procured by Seller pursuant to or for the production of product covered by this order are and shall remain the exclusive property of the Buyer and Seller shall have no right, title or interest therein except the express limited right for the use of same as contemplated by this purchase order agreement. Seller shall not license, sell, transfer, lease, encumber, or otherwise dispose of any data, tooling and equipment provided by Buyer or produced pursuant to this purchase order, or any interest therein, and any attempt to do so shall be null and void and of no force or effect. If requested by Buyer, Seller shall execute a UCC-1 Financing Statement recognizing Buyer's title to the data, tooling and equipment. Seller agrees that the data, tooling and equipment shall be used exclusively in the production for Buyer of products required by this order and Seller agrees to promptly return, upon request by the Buyer, all data, tooling and equipment and/or other materials provided by Buyer to Seller or produced in connection with this purchase order. The Seller shall establish procedures for the adequate storage, maintenance and inspection of Buyer's data, tooling and equipment.

(b) GOVERNMENT AUTHORIZATION TO SUPPLIER: To the extent authorized by the U.S. Government by direct contract with Seller for the manufacture of products for direct sale to the U.S. Government, and to the extent that such use will not interfere with Seller's performance of this or other orders from Buyer, in effect at the time the Seller enters into such direct contract with the government, or thereafter, and upon written notice to Buyer of such government authorization and the contract number, Seller shall have the right to use the data, tooling and equipment described above, which the government owns or has the right to use or the right to authorize others to use.

7. (a) PROPRIETARY INFORMATION: Seller recognizes that the data, tooling and equipment provided by Buyer under this Agreement may contain valuable Trade Secrets belonging to the Buyer. Seller also agrees that all Proprietary Information which comes into the Seller's possession is and remains the property of the Buyer. Such Proprietary Information shall be defined to mean any and all information obtained by the Seller or which comes to the Seller's attention in whatever form by whatever means in connection with Seller's performance under this Agreement including but not limited to technical, financial or other business information and any concepts or ideas related to the Buyer or its business, whether or not confidential, provided that Proprietary Information shall not include any information which is previously known to Seller or is in the public domain by reason other than a breach of this Agreement and



provided further that Seller shall have the burden of proof concerning such exceptions. Seller shall take all reasonable steps necessary to protect Buyer's Trade Secrecy rights in the data, tooling and equipment, and any other such Proprietary Information including restricting access to the data, tooling and equipment to employees of Seller who have executed and delivered confidentiality and non-disclosure agreements in the form satisfactory to Buyer. Neither Seller nor any of Seller's employees or agents shall be permitted to copy, reproduce, photograph, sketch or otherwise make duplicates or facsimiles of any of Buyer's data, tooling and equipment, documents or otherwise use any of the trade Secrets of Proprietary Information contained therein, unless the express prior written consent of Buyer is obtained.

(b) EXPORT CONTROL: Seller agrees that unless prior written authorization is obtained from the Department of State or Office of Export Administration, Department of Commerce, U.S. Government, or successor organizations, that Seller will not knowingly export or re-export, directly or indirectly, any technical data or the direct product of such technical data, acquired under this Agreement and then only with the prior written consent of the Buyer.

(c) If data is provided to the Seller under this purchase order and such data is not marked with a Nammo Proprietary Notice, such data may be used in the performance of a U.S. Government Contract.

8. REWORK: Buyer shall have the right at its option to rework defective goods delivered by Seller hereunder. The cost of any rework that the Buyer performs to bring goods within manufactured tolerance and specifications will be charged to Seller by Buyer in the same manner as provided for rejected goods in paragraph 3 above.

9. TAXES: Buyer shall not be liable for any federal, state or local taxes unless separately stated on this purchase order.

10. TERMINATION: **(a)** Buyer may terminate or cancel this order, in whole or in part, without liability to the Buyer, if deliveries are not made at the time and in quantities specified, or in the event of a substantial breach of any other terms or conditions hereof;

(b) Buyer also may terminate this order, in whole or in part, even though Seller is not in default hereunder and no breach hereof has occurred, by notice in writing at any time; such notice shall state the extent and effective date of termination and upon the receipt by Seller of such notice, Seller will, as and to the extent prescribed by the Buyer, stop work under this order and placement of further orders or subcontracts hereunder, terminate work under orders and subcontracts outstanding hereunder, and take any necessary action to protect property in the Seller's possession in which the Buyer has or may acquire an interest. If the parties cannot by negotiation agree within (60) days from the date of the termination notice, or within such further times as may be agreed by the parties, upon the amount of fair compensation to Seller for termination pursuant to the immediately preceding sentence (b), Buyer in addition to making prompt payment of amounts due for articles delivered or services completed in accordance with this contract prior to the effective date of termination will pay to Seller, in full settlement of all claims of Seller by reason of such termination, the following without duplication; (i) the contract price for goods or services completed in accordance with the contract and not previously paid for; (ii) actual costs incurred by Seller which are properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of the contract, including liabilities to subcontractor which are so allocable, and excluding any charge for interest or materials which may be diverted to other orders, plus a reasonable profit on work actually done by Seller prior to such termination provided that the total settlement shall not exceed the contract price of goods included in the termination portion of the contract.

(c) Termination by Buyer under this paragraph shall be without prejudice to any claims for damages or otherwise of Buyer against the Seller.

(d) Buyer shall have the right to audit all elements of any termination claim and Seller agrees to make available to the Buyer at its request all books, records and papers relating thereto.

11. CHANGES: Buyer reserves the right at any time to make changes in drawings, designs, or specifications as to any material and/or works covered by this order, shipping and packing instructions, the delivery schedule, quantities ordered, or place of delivery. In such event there will be made an equitable adjustment of price and time of performance, mutually satisfactory to the Buyer and Seller. Any claim by the Seller for adjustment under this clause must be submitted in writing to Buyer within thirty (30) days from the date of advice to Seller by the Buyer of the notification of change. Where materials or parts are made obsolete or unusable as a result of a change and the cost thereof is included in the Seller's claim for adjustment, the Buyer shall have the right to prescribe the manner of disposition of such materials or parts.

12. INSOLVENCY AND BANKRUPTCY: In the event Seller shall become insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition in bankruptcy or for reorganization, or pursues any other remedy under any law relating to the relief of debtors, or in the event a receiver be appointed of Seller's property or business, Buyer may at its option, cancel this order.

13. COMPLIANCE WITH APPLICABLE LAWS: Seller agrees to comply with all applicable Federal, State, and local laws and executive orders and regulations. Seller's invoices shall certify that goods covered thereby were produced in compliance with all applicable requirements to the Fair Labor Standards Act as amended, including Sections 6, 7 and 12 thereof, and the regulations and orders of the U.S. Department of Labor issued under Section 14 thereof. Seller agrees to comply with all provisions of the Occupational



Safety and Health Act of 1970. By acceptance of this order, Seller certifies that all goods supplied under this order will conform and comply with said act. Seller further agrees to indemnify and hold Buyer harmless for all damages assessed against Buyer as a result of Seller's failure to comply with said Federal, State or local laws or for failure of goods furnished under this order to so comply.

14. NON-ASSIGNMENT: This order is placed upon the condition that Seller shall not assign it or any interest therein, including any payment due or to become due with respect there to, and any assignment or any attempt to assign shall be void without Buyer's prior written consent, and the Buyer shall be entitled at all times, to set off any amounts owing from the Seller to the Buyer against any amount due or owing Seller with respect to this order.

15. SUBCONTRACTS: Except for goods proprietary to Seller, no subcontracts hereunder shall be made by the Seller herein with any other party for furnishing any of the completed or substantially completed goods, any spare parts or work herein contracted for, without prior written consent of the Buyer and Buyer's approval as to source, which approval Buyer may withhold in its sole discretion.

16. ADVERTISING: Seller may not publicize any work done on behalf of Nammo without our express written consent. Notwithstanding the aforesaid restriction, Seller is authorized to provide any such information to the Government if requested to do so by the Government.

17. NOTICE OF LABOR DISPUTES: Whenever any actual or potential labor disputes is delaying or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof, including all relevant information with respect thereto to the Buyer.

18. APPLICABLE LAW: This order shall be construed in accordance with the laws of Arizona and shall be deemed to be made in and a contract of the State of Arizona, without regard to its principles regarding conflict of laws. Buyer and Seller agree that any dispute arising out of or resulting from the transaction subject to these Terms and Conditions shall only be brought in a state or federal court located in the State of Arizona and the parties agree to submit to the jurisdiction of such court.

19. MECHANIC'S LIEN AND INDEMNITY: If this order calls for work to be performed upon property owned or controlled by Buyer it is agreed that: **(a)** Seller will keep the premises and work free and clear of all mechanics' liens, and agrees to furnish Buyer such affidavits and waivers as, in Buyer's opinion, are necessary or appropriate to ensure immunity from mechanic's liens arising from the performance of this order, all as a condition precedent to any payment by Buyer hereunder;

(b) The work will remain at Seller's risk prior to written acceptance by Buyer and Seller will replace at his own expense all work damaged or destroyed by fire, force or violence of the elements or any other cause whatsoever;

(c) Seller will indemnify, save harmless, and defend Buyer, its shareholders, officers, directors, agents, customers or users from all liability for loss, damage or injury to person or property, contamination of or adverse effect on the environment or natural resources, in any manner arising out of or incident to Seller's performance of this contract or any actions or claims which may arise from the use of Seller of the data, tooling and equipment provided by Buyer or produced under this order;

(d) Seller will indemnify, save harmless, and defend Buyer from any and all claims, demands or suits made or brought against Buyer on account of any of the terms or provisions of any applicable Workmen's Compensation Law and will furnish Buyer with proper evidence that Seller is insured against all liability under such law.

20. PERFORMANCE: Time is of the essence with respect to performance and delivery by Seller. Without intent to limit any other remedies which may be available to Buyer at law or otherwise by reason of or as a result of failure or delay in performance or delivery by Seller, Seller specifically acknowledges that Buyer shall be entitled to be paid by Seller, or at Buyer's option to reduce any compensation or payment due at any time to Seller, for any costs, expenses, or damages incurred by Buyer by reason of or in any way as a result of Seller's failure or delay in performance or delivery, including without limitation any costs, expenses, or damages which Buyer is required or becomes obliged to pay to any customer of Buyer or any reduction in compensation or payment received from any customer of Buyer.

21. COUNTERFEIT PARTS PREVENTION: Counterfeit parts shall not be delivered to or used in product intended for delivery to Nammo. A counterfeit part is defined as: A part falsely represented in some manner, e.g. manufacturer, date code, lot code, reliability level, markings, material content, etc. The supplier shall be the Original Equipment Manufacturer (OEM) or Original Component Manufacturer (OCM) or purchase material directly from the OEM, OCM or authorized supplier. The supplier is not authorized to delivery any material to Nammo not procured from or manufactured by an OEM, OCM or authorized supplier. Any departure from a specified OCM/OEM or an authorized supplier in the part documentation shall require the supplier to obtain written approval from a Nammo Buyer prior to delivery. The written approval must accompany the shipment along with other specified certifications. Any discovery of a delivery, usage or inclusion of counterfeit material by either the supplier or its subtiars shall make the supplier fully and financially responsible and accountable for any rework or corrective actions that may be required to remedy the use or inclusion of such parts including, but not limited to, long term warranty and replacement cost.



22. GENERAL: All warranties shall be construed as conditions as well. No waiver of a breach or of any provision of this order shall constitute a waiver of any other breach or of such provisions. No modification or change in, or departure from, the provisions of this order shall be valid or binding on the Buyer unless approved by Buyer in writing. Any failure of Seller to comply with any obligation, covenant, agreement or conditions herein may be expressly waived by Buyer, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of or estoppel with respect to, any subsequent failure. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision of these Terms and Conditions, which shall remain in full force and effect.

23. SUPPLIER CONDUCT PRINCIPLES: Nammo Defense Systems, a member of Nammo Group, has commitment and requirements in connection with issues of an ethical nature that relate to business practice and personal conduct. Nammo supports the ten principles of the UN Global Compact which asks enlightened global business companies to embrace universal principles in the areas of human rights, labor, environment, and anti-corruption. The latest version of this document is a part of this contract and can be reviewed at <http://www.nammo.com/suppliers>.

24. ON-SITE CONTRACTOR BACKGROUND CHECKS: Contractor background checks may be required prior to on-site visits at Nammo. Nammo will be responsible for these fees.

25. DISCRIMINATION PROHIBITED: This contractor and subcontractor shall abide by the requirements of 41 CFR sections 60-1.4(a), 60-300.5(a) and 60-741.5(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 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, national origin, protected veteran status or disability. This contractor and subcontractor shall abide by all provisions of Executive Order 13496 and all relevant rules, regulations, and orders in regard to Executive Order 13496 as found in 29 CFR Part 471, Appendix A to Subpart A.

26. (a) RETENTION OF DOCUMENTED INFORMATION: The Seller shall retain Documented Information related to this contract in a state that is suitable for use and available when needed or requested. Documented information includes all documentation provided by Buyer to Seller or made or procured by Seller pursuant to or for the production of product covered by this order. Documented information shall be adequately stored and protected to prevent: loss of confidentiality, improper use, damage, or loss of data integrity/legibility. Electronic data shall also be protected from unauthorized or unintended change and loss due to corruption or physical damage. The Seller shall maintain documented processes for managing: distribution, access, retrieval, revision/change control, and use of Documented Information. Documented Information shall be retained for the maximum length of time indicated anywhere in the contract, but shall not be retained less than 11 years.

(b) DISPOSITION OF DISPOSAL FOR RETAINED RECORDS: Upon expiration of all record retention requirements and no less than 3 years after payment of final invoice the seller may opt to destroy retained records related to this contract. All applicable contractual and/or regulatory record control requirements imposed by this contract shall be maintained until after record destruction is complete. Contractual and/or regulatory record control requirements shall be imposed on any 3rd party contracted to perform record control or destruction activities prior to disposal. Destroyed records may be disposed of IAW applicable regulatory recycling and/or waste stream guidelines.

Record destruction Requirements:

- 1) When possible, advance communication of intent to destroy retained records is advised; so that an assessment of opportunities and risks may be considered by both parties.
- 2) Paper records shall be cross-cut shredded, incinerated or otherwise destroyed beyond the possibility of recovery.
- 3) Electronic records may be deleted, but shall not be considered destroyed until all electronic media storage device(s) used to retain such data are either:
 - a. Destroyed by crushing, incineration, or pulverization, or
 - b. Wiped clean by degaussing or overwriting until all original data is certified erased without the possibility of recovery.

27. PRODUCT SAFETY: Supplier shall ensure that effective policies and training programs have been established and implemented to make certain that all of their employees are aware of their contribution to quality, safety and conformity of their products and services.

Product Safety Definition: The state in which a product is able to perform to its designed or intended purpose without causing unacceptable risk of harm to persons or damage to property.

TERMS AND CONDITIONS OF PURCHASE- ATTACHMENT 2



Additional Terms and Conditions applicable to purchase orders placed under Government contracts or subcontracts. Where a conflict occurs between terms of Attachment 1 and terms of Attachment 2, the terms of Attachment 2 shall prevail.

(a) FEDERAL ACQUISITION REGULATION: This purchase order is issued for materials or equipment required for performance of a Government contract or sub-contract and is subject to the following provisions of the Federal Acquisition Regulation and the Department of Defense FAR Supplement as though fully set forth herein. Except as otherwise indicated, in the application of such provisions, the term 'contractor' shall mean 'Seller', the term 'Government' or 'Contracting Officer' shall mean 'Buyer' and when necessary to effectuate the purpose of the clause the term 'Contract' shall mean 'this order'. The effective date of the cited FAR and DFARS clauses herein is the parenthesis date noted with the clause in the published FAR / DFARS in effect at the date of this Purchase Order.

FAR Clause

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| 52.202-1 | Definitions |
| 52.203-3 | Gratuities |
| 52.203-5 | Covenant Against Contingent Fees |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government |
| 52.203-7 | Anti-Kickback Procedures |
| 52.203-8 | Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity (Applicable to Orders exceeding \$150,000) |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions (Applicable to Orders exceeding \$150,000) |
| 52.203-13 | Contractor Code of Business Ethics and Conduct (Applicable to Orders exceeding \$5.5M and period of performance more than 120 days) |
| 52.203-14 | Display of Hotline Poster (Applicable to Orders exceeding \$5.5M) |
| 52.203-16 | Preventing Personal Conflicts of Interest |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights |
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements |
| 52.204-2 | Security Requirements |
| 52.204-7 | System for Award Management |
| 52.204-9 | Personal Identity Verification of Contractor Personnel |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards |
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems |
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab |
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment |
| 52.204-27 | Prohibition on a ByteDance Covered Application |
| 52.204-30 | Federal Acquisition Supply Chain Security Act Orders—Prohibition |
| 52.209-5 | Certification Regarding Responsibility Matters |
| 52.209-6 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment |
| 52.209-10 | Prohibition on Contracting with Inverted Domestic Corporations |
| 52.210-1 | Market Research |
| 52.211-5 | Material Requirements |
| 52.211-15 | Defense Priority and Allocation Requirements |
| 52.214-26 | Audit and Records - Sealed Bidding |
| 52.214-27 | Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding |
| 52.214-28 | Subcontractor Certified Cost or Pricing Data - Modifications - Sealed Bidding |
| 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 |
| 52.215-14 | Integrity of Unit Prices (excluding (b) if order exceeds simplified acquisition threshold-\$150,000) |
| 52.215-15 | Pension Adjustments and Asset Reversions |
| 52.215-18 | Reversion or Adjustment of Plans for PRB Other Than Pensions |
| 52.215-19 | Notification of Ownership Changes |
| 52.215-20 | Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data |
| 52.215-21 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications |



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| 52.215-22 | Limitations on Pass-Through Charges – Identification of Subcontract Effort |
| 52.215-23 | Limitations on Pass-through Charges 52.216-7 Allowable Cost and Paymen |
| 52.219-8 | Utilization of Small Business Concerns |
| 52.219-9 | Small Business Subcontracting Plan |
| 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation |
| 52.222-6 | Construction Wage Rate Requirements |
| 52.222-12 | Contract Termination – Debarment |
| 52.222-21 | Prohibition of Segregated Facilities |
| 52.222-22 | Previous Contracts and Compliance Reports |
| 52.222-25 | Affirmative Action Compliance |
| 52.222-26 | Equal Opportunity |
| 52.222-35 | Equal Opportunity for Veterans (Applicable to Orders exceeding \$150,000) |
| 52.222-36 | Equal Opportunity for Workers with Disabilities (Applicable to Orders exceeding \$15,000) |
| 52.222-37 | Employment Reports on Veterans (Applicable to Orders exceeding \$150,000) |
| 52.222-40 | Notification of Employee Rights Under National Labor Relations Act |
| 52.222-41 | Service Contract Labor Standards |
| 52.222-50 | Combating Trafficking in Persons |
| 52.222-54 | Employment Eligibility Verification (Applicable to Orders exceeding \$3,500 and performed in the U.S.) |
| 52.223-3 | Hazardous Material Identification and Material Safety Data |
| 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving |
| 52.225-1 | Buy American - Supplies |
| 52.225-5 | Trade Agreements |
| 52.225-8 | Duty-Free Entry |
| 52.225-13 | Restrictions on Certain Foreign Purchases |
| 52.227-1 | Authorization and Consent |
| 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement |
| 52.227-3 | Patent Indemnity |
| 52.227-9 | Refund of Royalties |
| 52.227-10 | Filing of Patent Applications - Classified Subject Matter |
| 52.227-11 | Patent Rights -- Ownership by the Contractor |
| 52.227-13 | Patent Rights -- Ownership by the Government |
| 52.227-14 | Rights in Data-General |
| 52.228-3 | Workers' Compensation Insurance (Defense Base Act) |
| 52.228-4 | Workers' Compensation and War-Hazard Insurance Overseas |
| 52.228-5 | Insurance –Work on a Government Installation |
| 52.229-6 | Taxes -- Foreign Fixed-Price Contracts |
| 52.230-2 | Cost Accounting Standards |
| 52.230-3 | Disclosure and Consistency of Cost Accounting Practices |
| 52.230-4 | Disclosure and Consistency of Cost Accounting Practices -- Foreign Concerns |
| 52.230-6 | Administration of Cost Accounting Standards |
| 52.232-40 | Providing Accelerated Payment to Small Business Subcontractors |
| 52.233-3 | Protest After Award |
| 52.233-4 | Applicable Law for Breach of Contract Claim |
| 52.234-1 | Industrial Resources Developed Under Defense Production Act Title III |
| 52.236-13 | Accident Prevention |
| 52.242-13 | Bankruptcy |
| 52.242-15 | Stop-Work Order |
| 52.242-17 | Government Delay of Work |
| 52.243-1 | Changes - Fixed Price |
| 52.244-2 | Subcontracts |
| 52.244-6 | Subcontracts for Commercial Items |
| 52.245-1 | Government Property |
| 52.246-2 | Inspection of Supplies – Fixed Price |
| 52.246-4 | Inspection of Services – Fixed Price |
| 52.246-11 | Higher-Level Contract Quality Requirement |
| 52.246-16 | Responsibility for Supplies |
| 52.247-63 | Preference for United States Flag Air Carriers |
| 52.247-64 | Preference for Privately Owned U.S. Flag Commercial Vessels |
| 52.248-1 | Value Engineering (Applicable to Orders exceeding \$150,000) |
| 52.249-1 | Termination for Convenience of the Government (Fixed Price) (Short Form) |
| 52.249-2 | Termination for Convenience of the Government (Fixed Price) |
| 52.249-8 | Default (Fixed-Price Supply and Service) |



52.252.2 Clause Incorporated by Reference

DoD FAR Supplement Clause

- 252.203-7001 Prohibition on Persons Convicted of Fraud or other Defense Contract-Related Felonies
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
- 252.203-7004 Display of Fraud Hotline Posters (Applicable to Orders exceeding \$5.5M)
- 252.204-7000 Disclosure of Information
- 252.204-7004 Level I Antiterrorism Awareness Training for Contractors
- 252.204-7007 Alternate A, Annual Representations and Certifications
- 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting
- 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support
- 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
- 252.204-7020 NIST SP 800-171 DoD Assessment Requirements
- 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material
- 252.209-7002 Disclosure of Ownership or Control by a Foreign Government
- 252.209-7004 Subcontracting with Firms That Are Owned or Controlled By the Government of a Country that is a State Sponsor of Terrorism
- 252.211-7003 Item Unique Identification and Valuation
- 252.215-7002 Cost Estimating System Requirements
- 252.219-7003 Small Business Subcontracting Plan (DOD Contracts)
- 252.219-7004 Small Business Subcontracting Plan (Test Program)
- 252.222-7000 Restrictions on Employment of Personnel
- 252.222-7006 Restricting the Use of Mandatory Arbitration Agreements (Applicable to Orders exceeding \$1.0M)
- 252.223-7001 Hazard Warning Labels
- 252.223-7002 Safety Precautions for Ammunition and Explosives
- 252.223-7003 Change in Place of Performance – Ammunition and Explosives
- 252.223-7006 Prohibition on Storage, Treatment and Disposal of Toxic or Hazardous Materials
- 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition and Explosives
- 252.223-7008 Prohibition of Hexavalent Chromium
- 252.225-7001 Buy American and Balance of Payments Program
- 252.225-7002 Qualifying Country Sources as Subcontractors
- 252.225-7004 Report of Intended Performance Outside the United States and Canada – Submission after Award
- 252.225-7007 Prohibition on Acquisition of US Munitions List Items from Communist Chinese Military Companies
- 252.225-7008 Restriction on Acquisition of Specialty Metals
- 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals
- 252.225-7012 Preference for Certain Domestic Commodities
- 252.225-7013 Duty-Free Entry
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings
- 252.225-7025 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
- 252.225-7031 Secondary Arab Boycott of Israel
- 252.225-7033 Waiver of United Kingdom Levies
- 252.225-7048 Export Controlled Items
- 252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten
- 252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region
- 252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Applicable to Orders exceeding \$500,000)
- 252.227-7013 Rights in Technical Data -- Noncommercial Items
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
- 252.227-7015 Technical Data -- Commercial Items
- 252.227-7016 Rights in Bid or Proposal Information
- 252.227-7017 Identification and Assertion of Use, Release or Disclosure Restrictions
- 252.227-7018 Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program
- 252.227-7019 Validation of Asserted Restrictions -- Computer Software



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| 252.227-7025 | Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends |
| 252.227-7026 | Deferred Delivery of Tech. Data or Computer Software |
| 252.227-7027 | Deferred Ordering of Technical Data or Computer Software |
| 252.227-7030 | Technical Data - Withholding of Payment |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data |
| 252.227-7038 | Patent Rights –Ownership by the Contractor (Large Business) |
| 252.227-7039 | Patents –Reporting of Subject Inventions |
| 252.228-7005 | Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles |
| 252.231-7000 | Supplemental Cost Principles |
| 252.234-7002 | Earned Value Management Systems |
| 252.235-7003 | Frequency Authorization |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel |
| 252.242-7005 | Contractor Business Systems |
| 252.243-7001 | Pricing of Contract Modifications |
| 252.244-7000 | Subcontracts for Commercial Items and Commercial Components (DOD Contracts) |
| 252.244-7001 | Contractor Purchasing System Administration-BASIC |
| 252.245-7005 | Management and Reporting of Government Property |
| 252.246-7001 | Warranty of Data |
| 252.246-7003 | Notification of Potential Safety Issues |
| 252.246-7007 | Contractor Counterfeit Electronic Part Detection and Avoidance System |
| 252.246-7008 | Sources of Electronic Parts |
| 252.247-7003 | Pass Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer |
| 252.247-7022 | Representation of Extent of Transportation by Sea |
| 252.247-7023 | Transportation of Supplies by Sea |
| 252.249-7002 | Notification of Anticipated Contract Termination or Reduction (Applicable to Orders exceeding \$150,000) |

(b) COMPLIANCE: In the performance of this purchase order, Seller agrees to comply with all applicable Federal, State and local Laws and with the applicable rules, orders and regulations of any governmental agency, department or bureau, provided that nothing herein contained shall be construed as preventing Seller from contesting in good faith the validity or applicability of any such law, rule, order or regulation. Seller warrants that, as applicable to any firearm, ammunition or explosive material it produces or supplies, it is in compliance with all federal, state and local laws which include but are not limited to the Federal Gun Control Act (18 U.S.C. § 921 et seq.; 27 C.F.R. Part 478), the National Firearms Act (26 U.S.C § 5801 et seq.; 27 C.F.R. Part 479) and Federal explosives law, amended by the Safe Explosives Act (18 U.S.C § 841 et. seq.; 27 C.F.R. Part 555). Seller will defend and hold Buyer harmless for any loss, damages or costs arising from or caused in any way by any actual or alleged violation of any federal, state, or local law, ordinance, regulation or statute in Seller's performance of this order.

(c) EMPLOYMENT OF ALIENS: If this order calls for furnishing or constructing aircraft parts or aeronautical accessories, the Seller agrees that no aliens employed by the Seller shall be permitted to have access to the plans or specifications, or the works under construction, or to participate in contract trials, without the written consent beforehand of the Secretary of the Department of the Army, the Navy, or the Air Force as the case may be.

(d) DISPUTES: (1) Buyer agrees to file all reasonable claims, submitted by the Seller, against the Government under the 'Disputes' clause of the prime contract on behalf of and in full cooperation with the Seller through administrative procedures and the Courts. The Seller shall be responsible for preparation and active prosecution of the claims, to the extent permitted by the Government, and shall bear all expenses, including expenses of Buyer, incident to prosecution of the claim. (2) The Seller agrees that liability of the Buyer for any matter arising during performance of the subcontract which properly the subject of claim against the Government under the 'Disputes' clause of the prime contract is liquidated and limited to whatever the Buyer receives from the Government of the Seller's claim, less whatever markup is specifically allowed by the Government. (3) In the event that there are acts, liabilities or responsibilities not the proper subject matter of a claim against the Government under the 'Disputes' clause of the prime contract and which are the subject of litigation between the parties hereto, then it is agreed that nothing said or written in the prosecution of the claims against the Government will be used as an admission or declaration against interest against any party in such litigation. (4) Final determination by the appropriate Board or Courts of claims against the Government as to whether the subject in dispute is properly that of a claim under the 'Disputes' clause of the prime contract shall be binding on the parties hereto. (5) Except as may be expressly set forth in this T&C Document with the Government Contracting Officer's express consent, the Subcontractor shall not acquire any direct claim or direct course of action against the US Government. (6) Seller shall include in each lower-tier subcontract the appropriate flow down of clauses as required by FAR and DFARS