

ATTACHMENT "A"

TO THE PURCHASE ORDER OF PACIFIC SCIENTIFIC, HOLLISTER
A CALIFORNIA CORPORATION

THIS ATTACHMENT IS HEREBY INCORPORATED IN THIS ORDER AND MADE AN
INTEGRAL PART HEREOF THIS ORDER IS SUBJECT TO THE FOLLOWING GENERAL
PROVISIONS

(Form 1801)

1. **ACCEPTANCE:** Acceptance of this order is limited to the terms and conditions stated herein. Any additions, deletions or differences in the terms proposed by Seller are objected to and hereby rejected unless Buyer agrees otherwise in writing. Any references to substitution of Sellers terms and conditions on the acknowledgment copy of the order or the over stamping of same on the Acknowledgments copy or on invoices are specifically rejected.
2. **ADMINISTRATIVE MATTERS:**
 - (a) All matters pertaining to the administration of this order shall be referred to the attention of the authorized representative of the Buyer's Procurement Department identified on the face page of the order at the Buyer's address as shown thereon.
 - (b) The headings used herein are for reference purposes only and shall not affect the meaning or interpretation of this purchase order and its provisions.
 - (c) **WARNING** – This document, which includes any attachments and exhibits hereto, may contain information subject to International Traffic in Arms Regulation (ITAR) or Export Administration Regulation (EAR) of 1979, which may not be exported, released, or disclosed to foreign nationals, inside or outside the United States, without first obtaining an export license. Violators of ITAR or EAR may be subject to a penalty of ten (10) years imprisonment and a fine of \$1,000,000 under Title 22, United States Code (U.S.C.), Section 2778, Control of Exports and Imports, and Title 50 U.S.C., Appendix 2410, Violations. Include this notice with any reproduced portion of the purchase order documentation.
3. **PACKAGING AND SHIPMENT:**
 - (a) Unless otherwise stated in this order, all items shall be delivered without charge for containers, crating, boxing, bundling, dunnage, draying or storage. Seller shall mark, pack, and ship all items in conformity with good commercial practice, or as specified herein, and in compliance with requirements of common carriers.
 - (b) Buyer's purchase order number and line item number shall be plainly marked on all packages, individual items, bills of lading, packing sheets, shipping orders, and invoices. Shipping orders or packing sheets shall accompany delivery of all items. Items shall be routed in accordance with instructions provided on the face page of the order at the lowest transportation costs or as may be directed by Buyer. Buyer's count and weight shall be conclusive if shipment is not accompanied by shipping order or packing sheet.

- (c) Insurance for loss or damage in transit shall not be purchased unless specifically directed. Excess costs resulting from Seller's failure to comply herewith will be debited to seller.
- (d) If shipment is prepaid and transportation charges are to be billed to Buyer, a copy of the prepaid transportation bill shall accompany Seller's invoice. Shipments consigned to Buyer and made the same day via the same carrier shall be consolidated on a single bill of lading. Seller's failure to comply herewith will result in Seller being debited for excess cost incurred.

4. DELIVERY

- (a) Time is expressly made of the essence herein. Buyer's production schedules and warranties to its customers are dependent on Seller making delivery of items as ordered and in accordance with the delivery or performance schedule as shown on the face of this order. Seller agrees to immediately notify Buyer if, at any time, it appears Seller may not meet the agreed schedule. Such notification shall include the cause for delay, actual or proposed steps taken to remedy the delay, and the revised schedule Seller believes it will be able to meet. Buyer's receipt of such notification shall not constitute approval of the delay or of any proposed schedule or be deemed to be a waiver to the delivery schedule. Any assistance provided by Buyer to Seller to overcome delays shall not be deemed to be a waiver of any of the Buyer's rights hereunder including termination for default.
- (b) If Seller's delivery fails to meet schedule set forth herein with the result that Buyer calls upon Seller for expedited shipment, Seller, unless excused under the provisions of "Excusable Delays" of this order, shall pay the difference between the method of shipment specified in the order and the expedited method directed by the Buyer.
- (c) If Seller makes delivery of any item in excess of the quantity specified herein (after considering any authorized variation in quantity), the excess quantities shall be treated as being delivered for the convenience of the Seller. The Buyer may retain such excess quantities up to \$250 in value without compensating the Seller, and the Seller agrees to waive all right, title or interest to such items. Excess quantities in an amount exceeding \$250 in value, at the sole option of the Buyer, may either be returned at Seller's expense or retained by Buyer and paid for at the unit price specified in the order.
- (d) Unless otherwise stated in this order, title to items covered by the order shall pass from Seller to Buyer at the F.O.B. point specified herein. Passing of the title upon such delivery shall not constitute acceptance of the items within the meaning of such terms as set forth in the provision below entitled "Inspection and Acceptance:".

5. WARRANTIES:

- (a) All warranties of Seller, whether created by law or otherwise, are incorporated herein by reference and shall include the following express warranties:
 - (i) All items shall comply with any and all specifications, drawings, samples, symbols or other description furnished or specified by Buyer;
 - (ii) All items shall be merchantable, of good material and workmanship, free of defects and suitable for their intended purpose; and

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- (iii) Except for items for which Buyer furnished Seller complete and detailed design and manufacturing specifications and manufacturing drawings, the Seller agrees to indemnify, hold harmless and protect Buyer, its successors, assigns, customers and users of its products from and against all loss, damage, claims, demands" and suits at law or in equity, for actual or alleged loss or damage arising out of any license or franchise, or out or any patent, trademark or other proprietary right, now or hereafter in effect.
- (b) Seller agrees to disclose, and on request assign to Buyer and at no expense thereto, any invention or discovery conceived or first reduced to practice arising from designs, sketches, specifications, drawings, computer programs and software, or from tools and test equipment, or any other item of equipment, data or information furnished by Buyer or from items especially developed for Buyer under this order; provided, however, such disclosure and assignment shall not be required when this order is issued as a subcontract under a Government contract or subcontract that incorporates a "patent rights" or "rights in data" clause in accordance with the requirements of the Federal Acquisition Regulation or the DoD FAR Supplement.
- (c) All obligations of Seller in this "WARRANTIES" provision shall survive acceptance of or payment for items delivered under this order.

6. INSPECTION AND ACCEPTANCE:

- (a) Buyer reserves the right to inspect all items at source of manufacture prior to shipment by Seller. If the face of this order specifies inspection at source by Buyer, the Buyer's customer and/or the Government, Seller shall permit authorized representatives of the Buyer, or the Buyer's customer or the Government to have access to Seller's facility at all reasonable times during the performance of this order.
- (b) When indicated by a checked block on the face of this order that items are subject to inspection at Seller's facility by authorized representatives of Buyer, the Buyer's customer and/or the Government, the Seller shall:
 - (i) Provide reasonable space and assistance for the safety and convenience of such representatives to conduct such inspection; and
 - (ii) Upon request, provide to such representatives a copy of this order and copies of all drawings, specifications and technical or other data applicable to the ordered items.
- (c) Final inspection and acceptance of ordered items shall be made by Buyer at destination, notwithstanding any inspection at source or prior payment. Buyer shall accomplish such inspection and acceptance within a reasonable time after delivery and shall have the right to reject any supplies or services found defective or otherwise not as ordered. The Buyer reserves the right to use MIL-STD-105 or equivalent sampling plans for the acceptance or rejection of supplies. If a lot is rejected by the sampling procedure, the entire lot may be returned to the Seller. At Buyers option, rejected items may be returned to Seller for full credit or refund, or may be accepted and a reasonable reduction made in the contract price to compensate Buyer for the difference in value between items as ordered and the items as delivered by Seller.

- (d) Any acceptance of items shall not be conclusive with respect to latent defects and shall not affect any of the rights or liabilities of the parties under the provisions of the order entitled "Warranties."

7. PAYMENTS:

PSEMC Standard Payment Terms are Net-60. Payments shall be made upon the submission by Seller of proper duplicate invoices to Buyer's Accounts Payable Department, at the address shown on the face page of this order, for all items delivered and accepted. With respect to any deferred prompt payment discount, time shall be computed from the date of delivery, date of acceptance, or from the date a proper invoice is received by Buyer, whichever is later. Payment is deemed to be made for the purpose of earning a discount; on the date Buyer's check is mailed.

8. PRICE WARRANTY:

- (a) Seller warrants that prices of the items set forth herein charged to the Buyer do not differ from the prices charged to any other purchasers of items of like grade and quality in similar or lesser quantities, and under similar conditions of purchase.
- (b) Seller further warrants that during the performance of this order, should it elect to reduce the prices charged to any other purchases of items of like grade and quality, it will reduce the prices charged to Buyer accordingly.

9. CHANGES:

- (a) Buyer may, at any time, by written notice, and without notice to any sureties or assignees, make changes to the general scope of this order, in any one or more of the following:
 - (i) Designs, drawings, or specifications of items to be specially manufactured for Buyer in accordance therewith;
 - (ii) Methods of packing or shipping;
 - (iii) Place of delivery, or
 - (iv) The delivery schedule or period of performance Seller shall promptly comply with said changes.
- (b) Should any such change cause an increase or decrease in the cost of, or the time required for the performance of, any part of the work under this order, the Buyer will make an equitable adjustment in the price of and/or delivery schedule as set forth therein, provided, however, any claim by Seller for such adjustment must be asserted within fifteen (15) days from the receipt by Seller of the change notice or within such additional period of time as may be authorized by the Buyer.
- (c) Where the property is made obsolete or excess as a result of any change for which Seller makes a claim, Buyer shall have the right to prescribe the manner of disposition of such property.

- (d) Whenever Buyer makes changes to the general scope of the order, such order shall be revised to reflect the change.

10. TAXES:

Except as otherwise specified herein, or as prohibited by law, Seller shall pay all federal, state and local sales, use, excise or other taxes that may be levied or assessed for any reason or purpose as a result of this order. All taxes of any nature which are billed to Buyer shall be specifically identified and separately set out on Seller's invoice. If any tax or portion thereof which is included or added to the price paid to Seller hereunder is subsequently refunded to Seller, Seller shall promptly pay to Buyer the amount of such refund, including any interest to the extent it was earned after payment by buyer.

11. BAILMENT OF BUYER'S PROPERTY:

- (a) Unless otherwise provided herein, all supplies, materials, designs, sketches, specifications, drawings, computer programs and software, tools, jigs, dies, patterns, fixtures or other equipment, data or information furnished by Buyer to Seller or fabricated, manufactured, purchased or otherwise acquired by Seller in performance hereof, the cost of which is included in Seller's invoice, shall remain the property of Buyer.
- (b) Seller shall bear the risk of all loss and damage thereto, reasonable wear and tear excepted, while such property is in Seller's actual or constructive possession. Such property shall be properly housed and maintained by Seller, shall not be commingled with the property of Seller or of others, shall not be moved from Seller's premises without written authorization from Buyer, and shall, upon request by Buyer, be promptly returned to Buyer. Such property shall be identified as Buyer's property and shall be used only as expressly directed by Buyer. Seller shall purchase and maintain adequate insurance for any and all losses to such property while in Seller's possession. The property shall be returned to Buyer in the same condition as when received by Seller, reasonable wear and tear excepted.
- (c) If Buyer furnished any supplies, materials, component parts, sub-assemblies or assemblies for Seller's use in fabrication or manufacture of An item to be delivered hereunder, Seller agrees:
 - (i) Not to substitute any other items for the items furnished by the Buyer during the aforesaid fabrication or manufacture without prior written authorization by Buyer; and
 - (ii) To warrant and specify on its shipping orders or packing sheets and invoices for the final items delivered under this order the following: "All supplies, materials, component parts, sub-assemblies or assemblies furnished by Buyer for Seller's use in fabrications or manufacture of items delivered under this order have been returned to Buyer in the form of said items or are separately held for Buyer's disposition. A list of any and all separately held and unused supplies, material, component parts, subassemblies or assemblies has been provided to the Buyer."

12. SUBCONTRACTING:

Seller agrees to obtain the prior written, consent of Buyer before subcontracting this order or any substantial portion thereof, provided, however, that this provision shall not apply to Seller's purchase of commercial supplies or materials required by Seller in performance hereof. Seller further agrees to select subcontractors and suppliers on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the order.

13. EXCUSABLE DELAYS:

Seller's delay in delivery or performance of this order shall be excused when such delay is due to causes beyond the control and without the fault or negligence of Seller. Such causes may include, but are not limited to, Acts of God or of the Public Enemy, Acts of the Federal, State or Local Government in a sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, unusually severe weather, strikes or freight embargoes. In every case, such failure to perform must be beyond the control and without the fault or negligence of Seller. No cause shall constitute a basis for an excusable delay unless Seller notifies Buyer in writing within ten (10) days from the beginning of such delay. Notwithstanding the aforesaid, whenever an actual or potential labor dispute involving the Seller or its subcontractors or suppliers is delaying or threatening to delay Seller's performance hereunder, Seller shall immediately notify the Buyer in writing and include in such notice all relevant information. Seller agrees to include the substance of this provision in all subcontracts and purchase orders relating to this order.

TERMINATION:

(a) The Buyer, at any time and without limitation, may terminate this order, in whole or in part, pursuant to the provisions of the contract clause entitled "Termination for Convenience of the Government (fixed price)" as set forth at sub-section 52.249-2 of the Federal Acquisition Regulation in effect of the date of this order, which said clause is incorporated herein by this reference in its entirety except paragraph (i) of said clause. For purposes of implementing the said clause, words and terms as used in the clause shall be altered as follows:

- (i) "Contracting Officer" shall mean "Buyer's Purchasing Representative."
- (ii) "Government" shall mean "Buyer."
- (iii) "Contractor" shall mean "Seller."
- (iv) The period of "1 year" in paragraph (d) is changed to "6 months."
- (v) The period of "45 days" in paragraph (e) is changed to "90 days."
- (vi) The period of "90 days" in paragraph (k) is changed to "45 days."
- (vii) "This contract" and "The contract" shall mean "This order."

This paragraph shall apply hereto whether or not this order is authorized pursuant to a Government contract or subcontract.

In the event Buyer elects to terminate pursuant to the above and audit by Government of the Seller's books and records is not authorized by provisions of this order then such an audit shall be conducted by an independent certified public accounting firm selected by the Buyer.

- (b) In addition to the rights conferred in (a) above, Buyer reserves the right to terminate without charge all or any part of the undelivered portion of this order if Seller does not make deliveries or otherwise perform as specified, or so fails to make progress as to endanger performance of this order as specified. In the event of such termination, in whole or in part, Buyer may procure the supplies or services elsewhere and on such terms as Buyer deems appropriate and Seller shall be liable for Buyer's re-procurement costs. Seller shall continue performance of this order to the extent not terminated.
- (c) Buyer also reserves the right to terminate all or any part of this order without charge in the event of the insolvency of Seller, filing of a voluntary or involuntary petition - of bankruptcy by the Seller, appointment of a receiver or trustee for Seller, or the execution by Seller of an assignment for the benefit of creditors.

The provisions of (a), (b) and (c) shall not limit the rights or remedies of Buyer in event of breach by Seller in other provisions of this order or as provided by law.

15. INFRINGEMENT INDEMNITY.

Seller, at its own expense, shall hold harmless and defend Buyer and Buyer's customers against any claim or legal proceeding brought against Buyer or its customers which is based upon a claim, whether rightful or otherwise, that any item, or part thereof, delivered to Buyer under this order, for Buyer's use or resale thereof, constitutes an infringement of any patent, trade secret or copyright. Seller shall reimburse Buyer and Buyer's customers for all damages and costs awarded against Buyer and Buyer's customers and all reasonable expenses Buyer and Buyer's customers may have incurred in connection with such a claim or proceeding. In the event Buyer's and Buyer's customers use of such item or part thereof is held to constitute an infringement and Buyer or its customer's use thereof, is enjoined, Seller, at its own expense and option, shall either purchase for the Buyer all necessary rights to continued use of the enjoined supplies, services or part thereof, or in a manner acceptable to Buyer make replacement or modification to the suppliers or services as may be needed to avoid infringement.

16. RELEASE OF INFORMATION:

Except as required by law or regulation, no news release, public announcement or advertising material concerning this order shall be issued by Seller without prior written consent by Buyer, which consent will not be unreasonably withheld.

17. PERFORMANCE SURVEILLANCE:

Seller agrees that Buyer's and Buyer's customers authorized representatives have the right to observe all aspects of Seller's performance of work under this order. Buyer agrees such authorized representatives will comply with Seller's reasonable precautions and

procedures relating to observance of health and safety regulations, safeguarding of proprietary information and avoidance of interference with orderly process or normal business operations.

18. INDEMNIFICATION OF BUYER:

Seller shall take all precautions it deems necessary, and such additional precautions as Buyer or Buyer's customer may prescribe, to prevent injury or death to persons, including customer, or loss of or damage to property. Seller shall indemnify, hold harmless and defend, Buyer and Buyer's customer against any and all claims, liabilities, losses and expenses, including attorney's fees, which may result in any manner from an act or omission on the part of Seller, its employees, agents, suppliers or subcontractors, except to the extent that such loss or damage is due solely and directly to negligence on the part of Buyer or Buyer's customer. Seller shall procure and maintain appropriate insurance to indemnify and protect Buyer and Buyer's customer from such actual or claimed loss, damage or injury resulting from acts by the Seller, its employees, agents, suppliers or subcontractors, or from the use of Seller's supplies.

19. NEW MATERIAL:

Except as otherwise specified in the order, Seller by acceptance and execution of this order certifies that any supplies, materials or components used by Seller in delivery of items under this order are new and not previously used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety.

20. EQUAL EMPLOYMENT OPPORTUNITY:

Buyer is an equal opportunity employer. Seller is urged to comply with Executive Order 11246 as amended and relevant rules, regulations and orders of the Secretary of Labor.

21. DRUG-FREE WORKPLACE:

Buyer has established and maintains a drug-free workplace Seller is urged to establish and maintain its facilities in accordance with the meaning and intent of the Drug-Free Workplace Act of 1988 (Public Law 100-690).

22. GRATUITIES:

This order may be terminated at no cost to Buyer for Seller's breach if Seller, or any of its officers, employees or agents either offered or gave a gratuity to any officer, employee or agent of Buyer and intended, by that gratuity, to obtain any order for supplies or services or to obtain favorable treatment from Buyer or its officers, employees or agents. For purposes of this provision, the term "gratuity" means any benefit extended to, or on behalf of the recipient for which fair market value is not paid by the recipient.

23. ANTI-KICKBACK:

Seller, by its execution of this order, certifies that Seller, its employees or its agents have not paid a kickback to any person related in any way to this order. As used here, the terms "kickback" and "person" shall mean the same as defined at Subsection 3.502- 1 of the Federal Acquisition Regulation. Seller, in performance of this order, agrees to promptly notify Buyer should it discover any evidence that it, or any of its employees or agents, have paid, attempted to pay, or plan to pay any kickback in any form to any person related in any way to this order.

24. RELIANCE:

Seller, by its acceptance of this order, acknowledges that Seller is an expert fully competent in all phases of the work involved in developing, producing and supporting the supplies and services delivered and performed hereunder. Seller agrees that Buyer and Buyer's customers are entitled to, and have relied upon Seller as an expert and Seller shall not in any manner or by any act deny responsibility or obligation hereunder to Buyer or Buyer's customers on the basis that Seller relied on recommendations or assistance or approval provided by Buyer or Buyer's customers in any phase of the work involved in developing, producing and supporting the supplies and services delivered or performed.

25. DISPUTES:

Any dispute between the parties regarding the construction or application of this order, and any claim arising out of this order or its breach, shall be referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding. In the event that such dispute is not resolved through mediation, then it shall be submitted to arbitration upon the written request of one party after the service of that request on the other party. Pending resolution of any such dispute Seller shall diligently perform all work called for by the order. Seller agrees that such dispute will cause irreparable injury to Buyer. The Seller further agrees that injunctive relief for specific performance is appropriate in event Seller fails to perform as ordered during the pending dispute and Seller performing in accordance with written instructions shall provide such relief by Buyer.

26. COMPLIANCE WITH LAWS:

Seller warrants that all suppliers or services delivered or performed hereunder are in compliance with all federal, state and local statutes, laws, orders, ordinances, and regulations applicable to the developing, producing, testing and delivery of such supplies or performance of such services. Seller further agrees that in the event that such supplies delivered or services performed do not conform to any aforesaid legal requirement and Buyer is penalized for such non-conformance, Seller shall indemnify Buyer for all penalties, costs and expenses, including interest levied against Buyer.

27. CONSTRUCTION OF ORDER:

If this order is performed within the United States, it shall be interpreted according to the federal common law of government contracts and decisions by cognizant boards of contract appeals. To the extent the aforesaid shall not apply, the laws of the State of California shall apply, except for its choice of law provisions. Any provision of this order prohibited by law shall not invalidate any other provision hereof.

28. OZONE DEPLETING SUBSTANCE:

Each shipment shall be accompanied by one legible copy of a supplier certificate of conformance which identifies the purchase order items manufactured with, or containing, Class I or Class 11 ozone depleting substances, as listed in the Federal Register (EPA 40 CFR Part 82).

29. PRODUCT SAFETY:

Each shipment, as required, shall be accompanied by a legible Material Safety Data Sheet (MSDS) conforming to the requirements of OSHA Hazardous Communication Rule, 29 CFR 1910.1200, which properly identifies the materials, special handling requirements and personnel safety requirements. The container shall be conspicuously marked to identify the type of materials and what hazard it presents to personnel.

30. NOTIFICATION OF CHANGE:

Seller agrees to notify Buyer in the event that one of the following situations may occur during the performance of the contract:

- (a) Seller shall notify the Buyer of any proposed changes to Buyer approved designs, parts, materials, fabrication methods and or processes, by contract and shall obtain Buyers approval prior to change incorporation.
- (b) Seller shall notify Buyer of changes to the designs, parts, materials or fabrication methods or processes for functionally disclosed items.
- (c) Seller shall immediately notify the Buyer of a change to facilities location and or name of organization, in which Seller is operating under.

31. APPLICABLE DOCUMENTS:

Military specifications, standards and documents referenced shall be to the latest revision level in effect on the date of this contract being awarded, unless specified otherwise.

PACIFIC-SCIENTIFIC-HOLLISTER OPERATIONS

CLAUSE 32-PROVISION FOR ALL ORDERS

THE FOLLOWING PAGES INCORPORATE CLAUSE 32, OF ATTACHMENT "A" (FORM 1801). PROVISIONS APPLICABLE UNDER GOVERNMENT CONTRACTS.

32. PROVISIONS APPLICABLE UNDER GOVERNMENT CONTRACTS: If a Government contract is shown on the face page of this order, this order shall be deemed to be a subcontract under such Government contract and subject to the provisions of the Federal Acquisition Regulation (FAR) and DoD FAR Supplement (DFARS) and the contract clauses thereof as listed below. The parties understand and agree with respect to such clauses as the term "contract" shall mean this order, the term "Contractor" shall mean the Seller, and the terms "Government", "Contracting Officer" and equivalent phrases shall mean the Buyer, unless the contract in which such terms are used clearly requires otherwise. It is further understood and agreed that any listed clause, except as provided by explanatory note that is inapplicable to the work called for under this order, shall be deemed to be self-deleting. Therefore the express deletion of any such an inapplicable clause shall not be required.

<u>FAR Clause Number</u>	<u>Title of Clause</u>
52.203-3	Gratuities (applies to all orders)
52.203-4	Covenant Against Contingent Fees (applies to all orders)
52.203-5	Restrictions on Subcontractor Sales to the Government (applies to all orders)
52.203-7	Anti- Kickback Procedures (applies to all orders)
52.203-8	Cancellation, Rescission and Recovery of Funds for orders Illegal or Improper Activity. (applies to all orders)
52.203-9	Reserved
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (applies to all orders in excess of \$25,000)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applies to all orders in excess of \$100,000)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (applies to all orders in excess of \$100,000)
52.204-2	Security Requirements (applies to "ALL ORDERS " that may require access to classified information)
52.208-1	Required Sources of Supply & Services (applies to all orders in excess of \$25,000)
52.208-2	Reserved
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters (applies to all orders in excess of \$25,000)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (applies to in excess of \$25,000)
52.210-5	RESERVED
52.210-7	RESERVED
52.212-8	RESERVED
52.212-13	RESERVED
52.215-1	Instructions to Offerors (applies to all orders)

<u>FAR Clause Number</u>	<u>Title of Clause</u>
52.215-2	Audit-Negotiation (applies to all orders in excess of \$25,000)
52.215-21	Subcontractor Cost or Pricing Data (applies to all orders) in which certified cost or pricing data must be submitted by the Seller in connection with establishing the pricing of the order)
52.215-22	RESERVED
52.215-23	RESERVED
52.215-25	RESERVED
52.215-26	RESERVED
52.215-27	RESERVED
52 215-39	RESERVED
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (applies to all orders in excess of \$25,000)
52.219-9	Small Business and Small Disadvantaged Business Subcontracting Plan (applies to any order to large business in excess of \$650,000)
52.219-13	RESERVED
52.219-16	Liquidated Damages - Small Business Subcontracting Plan (applies to all orders, "only" if FAR 52.219-9 is imposed)
52.220-3	RESERVED
52.220-4	RESERVED
52.222-1	Notice to the Government of Labor Disputes (applies to all orders)
52.222-4	Contract Work hours and Safety Standards Act -Overtime Compensation (applies to all orders)
52.222.5	Davis-Bacon Act (applies to all construction orders in excess of \$2,000 for construction within the United States)
52.222-6	Withholding of Funds (applies to all construction orders in excess of \$2,000 for construction within the United States)
52.222.7	Payrolls and Basic Records (applies to all construction orders in excess of \$2,000 for construction within the United States)
52.222-8	Apprentice and Trainees (applies to all construction orders in excess of \$2,000 for construction within the United States)

FAR Clause Number

Title of Clause

52.222-9	Compliance with Copeland Act Requirements (applies to all construction orders in excess of \$2,000 for construction within the United States)
52.222-10	Subcontracts (Labor Standards) (applies to all construction orders in excess of \$2,000.00 for construction within the United States)
52.222-11	Contract Termination - Debarment (applies to all construction orders in excess of \$2,000 for construction within the United States)
52.222-13	Compliance with Davis-Bacon and Related Act Relations (applies to all construction orders in excess of \$2,000 for construction within the United States)
52.222-14	Disputes Concerning Labor Standards Relations (applies to all construction orders in excess of \$2,000 for construction within the United States)
52.222-15	Certificate of Eligibility Relations (applies to all construction orders in excess of \$2,000 for construction within the United States)
52.222-20	Walsh-Healey Public Contracts Act (applies to any order to be performed in the United States that exceeds or may exceed \$10,000)
52.222-21	Prohibition of segregated Facilities (applies to all orders in excess of \$10,000)
52.222-26	Equal Opportunity (applies to all orders unless all the terms of the clause are exempt from the requirements of Executive Order 11246)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (applies to any order of \$10,000 or more)
52.222-36	Affirmative Action for Handicapped Workers (applies to any order in excess of \$2,500)
52.222-37	Employment Reports of Special Disabled Veterans and Veterans of the Vietnam Era (applies to any order in excess of \$10,000)
52.223-1	Clean Air and Water Certification (applies to any order if (i) the order is expected to exceed \$100,000; or (ii) a facility to be used in the performance on the order has been the subject of a conviction under the Air Act or the Water Act and is listed by the EPA as a violating facility and (iii) is not otherwise exempt under FAR 23,104)
52.223-2	Clean Air and Water (applies to any order if the order is expected to exceed \$100,000 or a facility to be used in the performance of the order has been the subject of a conviction under the Air Act or Water Act and is listed by the EPA as a violating facility and or is not otherwise exempt under FAR 23.104)

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52.223-3	Hazardous Material Identification and Material Safety Data (applies to all orders)
52.223-7	Notice of Radioactive Materials (applies to all orders)
52.224-1	Privacy Act Notification (applies to all orders)
52.224-2	Privacy Act (applies to all orders)
52.225-10	Duty Free Entry (applies to all orders)
52.225-11	Restriction on Certain Foreign Purchases (applies to all orders)
52.227-1	Authorization and Consent (applies to all orders in excess of \$25,000)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (applies to any order in excess of \$25,000)
52.227-3	Patent Indemnity (applies to all orders) - Classified Subject Matter (applies to all-orders)
52.227-9	Refund of Royalties (applies to all orders)
52.227-10	Filing of Patent Applications
52.227-11	Patent Rights -Retention by the Contractor (short form) (applies to all orders)
52.227-12	Patent Rights -Retention by the Contractor Gong form) (applies to all orders) Patent
52.227-13	Rights - Acquisition by the Government (applies to all orders)
52.227-14 Alternates I through V	Rights in Data -. General (Alternates I through V) applies to all orders accordance with paragraphs (a) through (s) of FAR 27.409
52.227-16	Additional Data Requirements (applies to all orders)
52.227-17	Rights in Data -Special Works (applies to all orders)
52.227-18	Rights in Data -Existing Works (applies to all orders)
52.227-19	Commercial Computer Software - Restricted Rights (applies to all orders)
52.227-20	Rights in Data -SBIR Program (applies to all orders)
52.227-21	Technical Data Certification - Revision, and Withholding of Payment - Major Systems (applies to all orders)
52.227-22	Major System -Minimum Rights (applies to all orders)
52.227-23	Rights to Proposal Data (applies to all orders)

52.228-3 Worker's Compensation Insurance (Defense Base Act) (**applies to all orders**)

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52.228-5	Insurance - Work on a Government Installation (applies to any order in excess of \$25,000 when the order requires the Seller to perform work on a Government installation)
52.230-2	Cost Accounting Standards (applies to subcontracts to large business firms in excess of \$500,000 unless exempted by other provisions of FAR 52.230-2)
52.230-3	Disclosure and Consistency of Cost Accounting Standards (applies to CAS covered subcontracts in excess of \$500,000)
52.230-5	Administration of Cost Accounting Standards (applies to CAS covered subcontracts in excess of \$500,000)
52.232-16	Progress Payments (applies only as specifically negotiated between Buyer and Seller and as described on the face page(s) of the Purchase Order).
52.232-17	Interest (applies to orders in excess of \$25,000)
52.233-3	Protest after Award (applies to all orders)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (applies to all orders that requires Seller to perform work on a Government installation)
52.245-2	Government Property - Fixed Price Contracts (applies to all orders)
52.245-17	Special Tooling (applies to all orders)
52.245-18	Special Test Equipment (applies to all orders)
52.246-23	Limitation of Liability (applies to orders in excess of \$25,000)
52.247.63	Preference for U.S. Flag Air Carriers (applies to any order in excess of \$5,000)
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels (applies to orders in excess of \$25,000)
52.246-25	Limitation of Liability -Service (applies to all orders requiring the performance of services when the contract amount exceeds \$25,000)
52.248-1	Value Engineering (applies to all orders for supplies or service to be in an amount of \$100,000 or more)

Buyer and Seller further agree that if the Government contract shown on the face of this order is awarded by an agency of the Department of Defense the order shall be subject to the DoD FAR Supplement (DFARS) and the contract clauses thereof as listed below in accordance with the same conditions applicable to the Federal Acquisition Regulation (FAR) and described above.

<u>DFARS Clause Number</u>	<u>Title of Clause</u>
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (applies to all orders that are in excess of \$25,000) DFARS Clause Number
252.204-7000	Disclosure of Information (applies to all orders)
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material (applies to all orders that are in excess of \$25,000)
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection under the Intermediate-Ran Force (INF) Treaty (applies to all orders that are in excess of \$25,000 except solicitation, contracts for commercial or commercial-type products)
252.211-7021	RESERVED
252.211-7000	Acquisition Streamlining (applies to all orders that are in excess of \$1,000,000.00)
252.210-7003	RESERVED
252.215-7000	Pricing Adjustments (applies to any order in which certified cost or pricing data must be submitted by the Seller in connection with establishing the pricing of the order)
252.215-7003	RESERVED
252.219-7003	Small, Small Disadvantaged and Women Owned Small Business Subcontracting Plan DOD Contracts (applies to orders to large business in excess of \$650,000 to which FAR 52.219-9 is applicable)
252.223-7001	RESERVED
252.223-7002	Safety Precautions for Ammunition and Explosives (applies to all orders)
252.223-7003	Change in Place of Performance - Ammunition and Explosives (applies to all orders)
252.223-7005	Hazardous Waste Liability (applies to all orders)
252.225-7001	Buy American Act -Balance of Payments Program Certificate (applies to all orders) in lieu of the clauses at FAR 52.225-3 and 52.225-7)
252.225-7002	Qualifying Country Sources as Subcontractors (applies to all orders)
252.225-7006	Buy American Act -Trade Agreements Act -Balance of Payments Program Certificate (applies to all orders)
252.225-7007	Trade Agreements Act (applies to all orders)

252.225-7009 Duty-Free Entry -Qualifying Country End Products and Supplies (applies to all orders)

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<u>DFARS Clause Number</u>	<u>Title of Clause</u>
252.225-7010	Duty-Free Entry -Additional Provisions (applies to all orders which include the clause at FAR 52.225-10)
252.225-7012	Preference for Certain Domestic Commodities (applies to all orders in excess of \$25,000)
252.225-7014 & Alternate 1	Preference for Domestic Specialty Metals (applies to all orders in excess of \$25,000.00 that require delivery of an article containing specialty metals)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (applies to all orders)
252.225-7025	Restrictions on Acquisition of Forgings (applies to all orders)
252.225-7026	Reporting of Overseas Subcontracts (applies to all orders in excess of \$100,000)
252.225-7036	North American Free Trade Agreement Implementation Act (applies to all orders)
252.225-7037	Duty Free Entry - NAFTA Country End Products and Supplies (applies to all orders)
252.227-7013	Rights in Technical Data and Computer Software (applies to all orders)
252.227-7018	Rights in Non-Commercial Technical Data and Computer Software (applies to all orders)
252.227-7026	Deferred Delivery of Technical Data or Computer Software (applies to all orders)
252.227-7027	Deferred Ordering of Technical Data and Computer Software (applies to all orders)
252.227-7029	RESERVED
252.227-7037	Validation of Restrictive Markings on Technical Data (applies to all orders)
252.228-7005	Accident Reporting and Investigation Aircraft, Missiles and Space Launch Vehicles (applies to all orders)
252.231-7000	Supplemental Cost Principles (applies to all orders)
252.235-7003	Frequency Authorization (applies to all orders)
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Service (applies to all orders for telecommunications services when performance of a contract requires securing telecommunications)
252.243-7001	Pricing of Contract Modifications (applies to all orders)
252.247-7024	Notification of Transportation of Supplies by Sea (applies to all orders)

252.247.7023 Transportation of Supplies by Sea (applies to all orders **in excess of \$25,000**)

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DFARS Clause Number

Title of Clause

252.249-7001 **RESERVED**

252.249-7002 Notification of Proposed Program Termination (**applies to all orders of \$500,000 or more**)

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