

**GENERAL PROVISIONS**  
**EVC Aerospace**

1. **TERMS AND CONDITIONS**

- (a) This Order is subject to the following terms and conditions and by accepting the Order, or any part thereof, the Seller agrees to and accepts said terms and conditions.
- (b) The referenced Purchase Order, attachments, and documents incorporated herein constitute the complete and exclusive statement of the terms of this agreement between Buyer and Seller and supersede all prior representations, understandings, and communications relating hereto. The invalidity in whole or in part of any provision of this Order shall not affect the validity of other provisions. Buyer's failure to insist, in any one or more instances, upon the performance of any term of this Order shall not be constituted as a waiver or relinquishment of Buyer's right to such performance or to future performance of such a term or terms, and Seller's obligation in respect thereto shall continue in full force and effect. Time shall be of the essence hereunder. Seller shall perform work and make deliveries hereunder no earlier than and only to the minimum extent consistent with delivery schedules and other requirements.

2. **CHANGES**

By written order, Buyer may, from time to time, order work suspension or make changes in drawings, designs, specifications, place of delivery, methods of shipment and packaging, and property and services furnished by Seller. If any such changes causes an increase or decrease in the price of this Order or in the time required for its performance, Seller shall promptly notify Buyer thereof and assert its claim for adjustment within 20 days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this provision shall excuse Seller from proceeding immediately with the Order as changed. Whether made pursuant to this provision or by mutual agreement, changes shall not be binding upon Buyer except when specifically confirmed in writing by a member of Buyer's Purchasing Department. Information, advice, approvals or instructions given by Buyer's technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not affect Buyer's and Seller's rights and obligations hereunder unless set forth in a writing which is signed by a member of Buyer's Purchasing Department and which expressly states that it constitutes an amendment to that Order.

3. **INDEMNIFICATION**

- (a) In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, Seller will indemnify and save harmless purchaser from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that may happen or occur in connection with the use or sale of such article and are contributed to by said defective conditions.
- (b) If Seller performs services or constructs, erects, inspects or delivers hereunder, Seller will indemnify and save harmless Buyer from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that may happen or occur in connection therewith.
- (c) In lieu of any other warranty by Buyer or Seller against infringement, statutory, or otherwise, it is agreed that Seller shall defend at its expense any suit against Buyer or its customers based on a claim that any item furnished under this Order or the normal use or sale thereof infringes any U.S. Letters Patent or Copyrights, other than claims under Letters Patent covering combinations of such items with items not furnished by Seller, and shall pay costs and damages finally awarded in any such suit; provided that Seller is notified in writing of the suit and given authority, information, and assistance at Seller's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, Seller, at no expense to Buyer, shall obtain for Buyer and its customers the right to use and sell said item or shall substitute an equivalent item acceptable to Buyer and extend this patent indemnity thereto.
- (d) Notwithstanding the foregoing Provision, when this Order is performed under the Authorization and Consent of the U.S. Government to infringe U.S. patents, Seller's liability for infringement of such Patents in such performance shall be limited to the extent of the obligation of the Buyer to indemnify the U.S. Government.
- (e) Seller shall indemnify and hold Buyer harmless from and against any liability, including, without limitation, Buyer's costs, attorney's fees, or any fines or penalties assessed against Buyer, resulting from a violation of the Anti-Kickback Enforcement Act of 1986 by Seller or by any Subcontractor below Seller or Subcontractor employee.

4. **TERMINATION**

In the event of Seller's failure to deliver as and when specified, purchaser reserves the right to cancel this Order, or any part thereof, without prejudice to its other rights, and Seller agrees that purchaser may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure to deliver.

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5. **ASSIGNMENTS AND SUBCONTRACTING**

- (a) Neither this Order nor any interest herein nor claim hereunder may be assigned or delegated by Seller; nor may all or substantially all of this Order be further subcontracted by Seller without the prior written consent of Buyer. No consent shall be deemed to relieve Seller of its obligations to comply fully with the requirements hereof.
- (b) Notwithstanding the above, Seller may, without Buyer's consent, assign monies due to Seller and to become due to Seller hereunder, provided buyer shall continue to have the right to exercise any and all of its rights under, settle any and all claims arising out of, and enter into amendments to, this Order, without notice to or consent of the assignee. Buyer shall be given notice of the assignment; all invoices shall refer to the assignment.

6. **WARRANTIES**

Seller warrants to Buyer and Buyer's customers that all items delivered and all services rendered hereunder will conform with the requirements hereof and will be free from defects. In addition to other remedies which may be available at law or in equity, Buyer, at its option, may return to Seller any nonconforming or defective items or require correction or replacement of nonconforming or defective items, Seller shall repay such portion of the contract price or such additional amount as is equitable under the circumstances. These rights of Buyer are in addition to but shall not be limited by Seller's standard warranties. Inspection and acceptance of items by Buyer or its customer, or payment thereof, shall not relieve Seller of its responsibilities hereunder.

7. **QUALITY**

- (a) Supplier shall notify EVC of any nonconforming product and request EVC review and approval of supplier nonconforming product.
- (b) Supplier shall notify EVC of changes in product and/or process definition and, where required, obtain EVC approval.
- (c) EVC, EVC's client, and any associated regulatory authorities shall have access to all supplier facilities involved in this order and to all applicable records.
- (d) Supplier shall flow down to any lower-tier suppliers the applicable requirements in this order and General Provisions, including key characteristics where required.

8. **DISPUTES**

In the event of a disagreement or dispute regarding any matter covered by this Order, which is not disposed of by mutual agreement, the parties hereto shall pursue those necessary corporate and/or legal remedies as may be appropriate to resolve any dispute. Legal remedies may include pursuit of the dispute by either party in a court of competent jurisdiction. In this event, each party shall be responsible for all costs they incur as a result of such action. Seller is required to continue performance on a disputed matter until any such dispute is resolved, or until such legal action specifically directs the cessation of performance by the Seller. It is the intention of the parties hereto that this provision shall govern all disputes whether or not specifically referred to herein.

9. **PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) typed provisions set forth on this Order, including the description of items purchased/statement of work and specifications attached or incorporated by reference, (2) Buyer's Order Attachments, and (3) these Purchase Order General Provisions. Buyer's specifications shall prevail over those of an agency of the U.S. Government, and both shall prevail over those of Seller.

10. **INTELLECTUAL PROPERTY**

- (a) SELLER warrants that the Work performed or delivered under this Order will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefore, SELLER shall defend, indemnify, and hold harmless BUYER, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the

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Work performed or delivered under this Order infringes or otherwise violates the intellectual property rights of any person or entity.

- (b) SELLER's obligations under paragraph (a) above shall not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to BUYER's Prime Contract for infringement of a U.S. patent and BUYER and its customers are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorney's fees by a third party.
- (c) In addition to the Government's rights in data and inventions SELLER agrees that BUYER, in the performance of its prime or higher tier contract obligations (including obligations of follow-on contracts or contracts for subsequent phases of the same program), shall have an unlimited, irrevocable, paid-up, royalty-free right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works, and authorize others to do any, some or all of the foregoing, any and all, inventions, discoveries, improvements, maskworks and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered in performance of this ORDER.
- (d) The tangible medium storing copies of all reports, memoranda or other materials in written form including machine readable form, prepared by SELLER and furnished to BUYER pursuant to this order shall become the sole property of BUYER.

11. **LIEN WAIVER(S)**

Seller shall provide Buyer with lien waivers in a form reasonably satisfactory to Buyer from any and all lower-tier subcontractors, consultants, materialmen, suppliers, or other entities (hereinafter collectively referred to as "subcontractors") working under Seller in the performance of this Order. Failure to deliver such lien waiver(s) shall cause Buyer to withhold payment of that amount from the Order payment schedule equal to the amount to which the subcontractor(s) are entitled. Further, in the event that such lien waivers are not delivered to Buyer by the point in time when performance by Seller has reached fifty percent (50%) of completion, Buyer may, at its sole option, elect to double the amount of retainage established under this Order and issue any progress payments due and owing to Seller in the form of jointly payable checks.

In the event that Buyer receives notice of non-payment of a subcontractor or a formal notice of the intent by a subcontractor to file a lien, Buyer shall notify Seller which will have five (5) business days within which to resolve the non-payment or prospective lien. In the event that a lien attaches due to Seller's failure to respond, Seller shall have five (5) business days within which to cause such lien to be removed. Until such lien is removed Buyer shall be under no obligation to make any progress payments to Seller. Seller shall hold Buyer harmless for any and all damages attributable to the placement of a lien upon its property, including reasonable attorney fees.

12. **COUNTERFEIT WORK**

- (a) For purposes of this clause, Work consists of those parts delivered under this Order that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.
- (b) SELLER shall not deliver counterfeit Work to BUYER under this Order.
- (c) SELLER shall only purchase products to be delivered or incorporated as Work to BUYER directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by BUYER.
- (d) SELLER shall immediately notify BUYER with the pertinent facts if SELLER becomes aware or suspects that it has furnished Counterfeit Work. SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.
- (e) This clause applies in addition to any quality provision, specification, statement of work or other provision included in the Order addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.

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- (f) In the event that Work delivered under this Order constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Order. Notwithstanding any other provision in this Order, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation BUYER's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies BUYER may have at law, equity or under other provisions of this Order.
- (g) SELLER shall include paragraphs (a) through (e) and this paragraph (g) of this clause or equivalent provision in lower tier Orders for delivery of items that will be included in or furnished as Work to BUYER.
- (h) Seller shall provide documentation for any electronic component(s) showing an unbroken chain of custody from a trusted supplier. This traceability information shall include one of the following:
  - (1) OCM/Trusted supplier certificate of conformance
  - (2) OCM/Trusted supplier shipping and receiving documents
  - (3) OCM/Trusted supplier packing slips
- (i) A trusted supplier is one of the following:
  - (1) Original Manufacturer
  - (2) Authorized dealer for the part
  - (3) A supplier that obtains the part exclusively from the original manufacturer of the part or an authorized dealer

13. **MISCELLANEOUS**

- (a) If Seller refuses to accept this Order exactly as written, Seller will so advise the purchaser upon receipt of the Order and before Seller makes any shipment.
- (b) Upon request by the purchaser, the Seller agrees to furnish waivers or releases from other suppliers or subcontractors for the purchases covered by this Order.
- (c) Buyer will not be responsible for any goods delivered or services rendered without a Purchase Order. Our Order number must appear on all invoices, packing lists, correspondence, etc.
- (d) By accepting this Order, Seller certifies to Buyer that the Seller is in full compliance with the Anti-Kickback Enforcement Act of 1986 (41 USC 51-58) and that neither Seller including any of its officers, agents, partners or employees, nor any subcontractor below Seller or subcontractor employee has: (1) provided or attempted to provide or offered to provide; (2) solicited, accepted, or attempted to accept any kickback; or (3) included, directly or indirectly, the amount of any kickback in the price applicable to this order or in the subcontract price charged by any subcontractor to a higher-tier subcontractor.
- (e) If Seller believes that a violation of one or more of the prohibitions described in Paragraph 10(d) may have occurred, Seller shall promptly report in writing, to the Legal Office of Enterprise Ventures Corporation (EVC), 100 CTC Drive, Johnstown, Pennsylvania 15904 (for information call (814) 269-2422); please identify yourself, your company, the violation as specifically as possible, and identify the Order to which the report relates.
- (f) If EVC's accounts payable department is notified of an outstanding debt of the supplier owed to EVC and uncollected by EVC, EVC may withhold and offset any debt owed to EVC from any outstanding supplier invoices submitted to EVC for payment. A 30-day notification to offset a supplier invoice will be issued by EVC prior to the offset, thereby allowing the supplier the opportunity to negotiate a debt repayment schedule with interest in lieu of an offset. If the amount of the debt is greater than the amount on any outstanding invoices, offsets will continue until the supplier debt is fully repaid to EVC.
- (g) If the provisions of 22 CFR 120 130, International Traffic in Arms Regulations (ITAR) apply to the work performed under this Order, the following shall apply:
  - (1) Per Section 122.1(a) Seller shall be registered with the Department of State's Office of Defense Trade Controls;
  - (2) Foreign persons, as defined in paragraph 120.16 of the ITAR, are NOT authorized to work under this Order without the express written approval of the U.S. Department of State; and

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- (3) Any technical data or equipment developed under this Order may not be exported, sold or transferred in any manner to a foreign person, whether in the U.S. or abroad, without the written permission of the U.S. Department of State.

14. **SPECIAL U.S. GOVERNMENT PROVISIONS**

If Buyer's representative indicates that this Order is placed under a Government Prime Contract or higher-tier subcontract, then the following contract clauses, contained in the Federal Acquisition Regulation (FAR), as amended below, apply. The following definitions shall apply to this Order except as otherwise herein provided:

- (a) "BUYER" - Means legal entity issuing the Order.
- (b) "CONTRACTING OFFICER" - Means Buyer's authorized representative who signed this Order or is identified elsewhere in this Order and will mean Contracting Officer, whenever appropriate, where indicated elsewhere in these terms and conditions.
- (c) "CONTRACTOR" - Means Seller.
- (d) "SELLER" - Means legal entity which contracts with the Buyer.
- (e) "CONTRACT" or "SCHEDULE" - Means this Order.
- (f) "SUBCONTRACTOR" - Means Sellers' subcontractors.
- (g) "GOVERNMENT" - Means Buyer and will mean Government, whenever appropriate, where indicated elsewhere in these terms and conditions.

15. **FAR CLAUSES APPLICABLE HERETO**

The following clauses set forth in the Federal Acquisition Regulation (FAR), as amended and modified below, are applicable to this Order. Without limiting the Order provisions, these FAR clauses are incorporated by reference into this Order with the same force and effect as though set forth in full text. The complete text of any clause referenced may be obtained from the Buyer. The dates of these FAR clauses incorporated by reference are the same as the corresponding clause in the prime contract or higher-tier subcontract. Other clauses as may be required will be identified on the face of this Order, either by incorporation or by attachment thereto.

(a) **ALL ORDERS INCLUDE THE FOLLOWING:**

52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (APPLICABLE TO ORDERS FUNDED IN WHOLE OR IN PART WITH RECOVERY ACT FUNDS).
52.204-2	SECURITY REQUIREMENTS.
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
52.211-5	MATERIALS REQUIREMENTS.
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES.
52.222-4	CONTRACTOR WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION
52.222-21	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	EQUAL OPPORTUNITY; "Contracting Officer" means Contracting Officer and "Government" does not mean Buyer. "Government" means Government of the United States.
52.222-50	COMBATING TRAFFICKING IN PERSONS.
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.
52.224-1	PRIVACY ACT NOTIFICATION.
52.224-2	PRIVACY ACT.
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES.
52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE U.S.
52.227-9	REFUND FOR ROYALTIES
52.227-10	FILING OF PATENT APPLICATIONS
52.227-11	PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR

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52.227-13	PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT
52.227-14	RIGHTS IN DATA – GENERAL
52.228-5	INSURANCE – WORK ON GOVERNMENT INSTALLATION
52.232-1	PAYMENTS
52.232-2	PAYMENTS UNDER FIXED PRICE RESEARCH AND DEVELOPMENT CONTRACTS
52.232-11	EXTRAS
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS
52.233-3	PROTEST AFTER AWARD – ALTERNATE I
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.243-1	CHANGES-FIXED PRICE.
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS.
52.245-1	GOVERNMENT PROPERTY ALTERNATE I. (“Contracting Officer” means “Buyer” except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes “Buyer”.) “Government” is unchanged in the phrases “Government property” and “Government furnished property” and where elsewhere used except in paragraph (d)(1) where it means “Buyer” and except in paragraphs (d)(2) and (g) where it includes “Buyer”. The following is added as paragraph (n) “Seller shall provide to Buyer immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller’s property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required.”
52.245-9	USE AND CHARGES
52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE
52.246-4	INSPECTION OF SERVICES – FIXED PRICE
52.246-7	INSPECTION OF RESEARCH AND DEVELOPMENT – FIXED PRICE
52.247-63	PREFERENCE FOR U.S. – FLAG AIR CARRIERS
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS.
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE). "Government" means Government in Paragraph (m).
52.249-8	DEFAULT (FIXED – PRICE SUPPLY AND SERVICE)

(b) **ORDERS EXCEEDING \$3,500 INCLUDE:**

52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION.
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
52.225-1	BUY AMERICAN ACT SUPPLIES (ORDERS UP TO \$25,000).

(c) **ORDERS EXCEEDING \$10,000 ALSO INCLUDE:**

52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER NATIONAL LABOR RELATIONS ACT
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(d) **ORDERS EXCEEDING \$15,000 ALSO INCLUDE:**

52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT.
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

(e) **ORDERS EXCEEDING \$30,000 ALSO INCLUDE:**

52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
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(f) **ORDERS EXCEEDING \$25,000 BUT LESS THAN \$191,000 ALSO INCLUDE:**

52.225-3	BUY AMERICAN – FREE TRADE AGREEMENT – ISRAELI TRADE ACT (ALTERNATE I VALUE IS \$25,000 OR MORE BUT LESS THAN \$50,000) (ALTERNATE II VALUE IS \$50,000 OR MORE BUT LESS THAN \$77,533) (ALTERNATE III VALUE IS \$77,533 OR MORE BUT LESS THAN \$100,000)
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(g) **ORDERS EXCEEDING \$35,000 ALSO INCLUDE:**

52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT.
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(h) **ORDERS EXCEEDING \$150,000 ALSO INCLUDE:**

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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, ANE RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWERRIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.215-2	AUDIT AND RECORDS – NEGOTIATION
52.215-14	INTEGRITY OF UNIT PRICES
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS.
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA.
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
52.232-17	INTEREST
52.244-5	COMPETITION IN SUBCONTRACTING.
52.246-16	RESPONSIBILITY FOR SUPPLIES
52.248-1	VALUE ENGINEERING.

(i) **ORDERS EXCEEDING \$191,000 ALSO INCLUDE:**

52.225-5 TRADE AGREEMENTS.

(j) **ORDERS EXCEEDING \$500,000 ALSO INCLUDE:**

52.222-59 COMPLIANCE WITH LABOR LAWS (EXECUTIVE ORDER 13673)  
52.222-60 PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 13673)

(k) **ORDERS EXCEEDING \$700,000 ALSO INCLUDE:**

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN.

(l) **ORDERS EXCEEDING \$750,000 ALSO INCLUDE:**

52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA  
52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS  
52.215-12 SUBCONTRACTOR COST OR PRICING DATA.  
52.215-13 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS.  
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS.  
52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS.  
52.215-19 NOTIFICATION OF OWNERSHIP CHANGES.  
52.215-23 LIMITATION ON PASS-THROUGH CHARGES

(m) **ORDERS EXCEEDING \$5,500,000 ALSO INCLUDE:**

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT  
52.203-14 DISPLAY OF HOTLINE POSTER(S).

Enclosure 1 to Purchase Order General Provisions

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The following DoD Federal Acquisition Regulation (FAR) Supplement clauses are incorporated by reference into this order. These DoD FAR clauses are applicable when required:

252.203-7001	Prohibition of Persons Convicted of Fraud or Other Defense Contract Related Felonies
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.203-7003	Agency Office of the Inspector General
252.203-7004	Display of Fraud Hotline Poster(s)
252.204-7000	Disclosure of Information
252.204-7009	Limitations on the Use and Disclosure of Third Party Contractor Reported Cyber Incident Information
252.204-7012	Safeguarding of Unclassified Controlled Technical Information
252.204-7015	Disclosure of Information to Litigation Support Contractors
252.211-7000	Acquisition Streamlining (Orders over \$1,500,000 only)
252.211-7003	Item Identification and Valuation
252.215-7000	Pricing Adjustments (DEC 1991)
252.216-7009	Allowability of Legal Costs Incurred in Connection with a Whistleblower Proceeding
252.217-7003	Changes
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)
252.219-7004	Small Business, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)
252.222-7000	Restrictions on Employment of Personnel
252.223-7001	Hazard Warning Labels
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7001	Buy American Act and Balance of Payments Program
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside of the United States
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
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7013	Duty-Free Entry
252.225-7021	Trade Agreements
252.225-7036	Buy American Act – Free Trade Agreements – Balance of Payments Program
252.225-7043	Anti-Terrorism / Force Protection Policy for Defense Contractors Outside the United States
252.225-7048	Export Controlled Items



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252.226-7001	Utilization of Indian Organizations and the Indian-Owned Economic Enterprises – and Native Hawaiian Small Business Concerns
252.225-7035	Buy American Act – Free Trade Agreements – Balance of Payments Program Certificate
252.227-7013	Rights in Technical Data-Non-Commercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7016	Rights in Bid or Proposal Information
252.227-7018	Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program
252.227-7019	Validation of Asserted Restrictions – 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
252.229-7011	Reporting of Foreign Taxes – U.S. Assistance Programs
252.231-7000	Supplemental Cost Principles
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services
252.239-7018	Supply Chain Risk
252.243-7001	Pricing of Contract Modifications
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)
252.246-7003	Notification of Potential Safety Issues
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (Paragraphs (a) through (e) apply. In Paragraph (c)(2) “Contracting Officer” shall mean the U.S. Government Contractor Officer for Buyer’s Government prime contract under which this agreement is entered. In paragraph (c)(6) “Subcontract means any agreement placed by Seller or lower-tier subcontractors under this Agreement.
252.246-7008	Source of Electronic Parts
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation of Supplies by Sea
252.249-7002	Notification of Anticipated Contract Termination or Reduction