GENERAL PROVISIONS - EVC AEROSPACE

Revised July 2022

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

(a) 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.

(b) The Seller shall notify EVC of any changes to a product and/or process, including changes of external providers or location of manufacture, that may affect conformance to specifications or requirements, and to obtain approval EVC Procurement or designee prior to production. If a First Article of Inspection (FAI) was required by the contract for the first product, a new FAI shall be required from the Seller. (This clause does not apply to distributors of COTS items.)

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 th e re o f, without prejudice to its other rights, and Seller agrees that purchaser may return part or all of any shipment so made and may ch a rg e Seller with any loss or expense sustained as a result of such failure to deliver.

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.

(e) Objective evidence of compliance with requirements, including records of inspection, tests, nonconforming material, corrective action, engineering change incorporation, supplier surveys/approvals, and other quality assurance activities, are maintained and available for review by EVC, EVC's customers, government authorities, and regulatory authorities upon request. Records are legible and maintained by the supplier for a minimum of ten years after completion of the purchase order, unless otherwise specified. At the end of the designated time period, the s u p p l i e r shall contact EVC for disposition instructions.

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. 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.

11. 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.

(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

12. 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 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.

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

(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).

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52.223-99	ENSURING ADEQUATE COVID SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS
52.204-2	SECURITY REQUIREMENTS.
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
52.204-23	PROHIBITION ONCONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES.
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
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 for awards issued prior to 2022 and E.O. 14026 for awards, modifications and option years issued in Jan 2022 and after)
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
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.

(b) 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)

(c) ORDERS EXCEEDING $3,500 INCLUDE:

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION.

(d) ORDERS EXCEEDING $10,000 ALSO INCLUDE:

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER NATIONAL LABOR RELATIONS ACT

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

52.225-1 BUY AMERICAN ACT SUPPLIERS (ORDERS UP TO $25,000)

(e) ORDERS EXCEEDING $15,000 ALSO INCLUDE:

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT.

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

(f) ORDERS EXCEEDING $30,000 ALSO INCLUDE:

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

(g) 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)

(h) ORDERS EXCEEDING $35,000 ALSO INCLUDE:

52.209-6 PROTECTING THE GOVERNMENT'S INSTERST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT.

(i) ORDERS EXCEEDING $150,000 ALSO INCLUDE

52.203-7 ANTI-KICKBACK PROCEDURES.

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.

52.222-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAMERA, AND OTHER ELIGIBLE VETERANS.

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA.

52.232-17 INTEREST

(j) ORDERS EXCEEDING $250,000 ALSO INCLUDE:

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.

52.203-8 CANCELLATION, RESCISSION, ANE RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER

52.203-10 ACTIVITY PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY

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

52.244-5 COMPETITION IN SUBCONTRACTING.

52.246-16 RESPONSIBILITY FOR SUPPLIES

52.248-1 VALUE ENGINEERING.

(k) ORDERS EXCEEDING $191,000 ALSO INCLUDE:

52.225-5 TRADE AGREEMENTS.

(l) ORDERS EXCEEDING $700,000 ALSO INCLUDE:

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

52.222-60 PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 13673)

(m) ORDERS EXCEEDING $750,000 ALSO INCLUDE:

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN.

(n) ORDERS EXCEEDING $2,000,000 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 ADJ US TMEN T OF PL AN S F OR PO ST R ET I R EM EN T BEN EF I T S (PRB) OTHER THAN PENSIONS.

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES

52.215-23 LIMITATION ON PASS-THROUGH CHARGES

(o) 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).

The following DoD Federal Acquisition Regulation (DFAR) Supplement clauses are incorporated by reference into this order. These DFAR 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)

252.223-7999 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (DEVIATION 2021-O0009). In addition, all contractor employees that will work in EVC's facility must provide proof of vaccination before gaining entry.

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 P RO G RA M)

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 C O M PAN I ES

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

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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 ITEM

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 OFFICIER” SHALL MEAN THE U.S. GOVERNMENT CONTRACTOR OFFICIER FOR BUYER’S G O V E RNM E NT 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