

**RHINESTAHL CORPORATION**  
**Vendor Purchase Order Terms and Conditions**  
**Updated 12/2020**

1. Definitions: As used in this document, “Order” or “Agreement” shall mean this purchase order and all attachments, exhibits and documents to which reference is made. “Material” shall mean the goods and/or services covered by the Order. “Seller” shall mean the person, corporation or other entity to whom the Order is addressed. “Purchaser” shall mean Rhinestahl Corporation or any of its subsidiaries in whose name this Order is issued.

2. Interpretation: All of the documents contained in the Order shall be complementary to each other. Anything required by one shall be deemed included in and required by the others. Any conflict between the various documents shall be brought to the attention of Purchaser, whose interpretation thereof shall be conclusive. The Order supersedes and replaces all prior agreements and understandings relating to the Material. Course of dealing between Seller and Purchaser shall not waive or modify any of the terms of the Order.

3. Acceptance: Seller may accept the Order by commencement of any work on the Material, shipment of any of the Material, or by written acknowledgment of the Order. The Order is subject to acceptance only on the terms and conditions contained in the Order. The terms of a written acknowledgment or other documents shall not be effective to amend, supplement or negate any of the terms of the Order but shall constitute acceptance of all of the terms of the Order. If the Order is deemed to be the acceptance of Seller’s offer, such acceptance is expressly limited to the terms of the Order and Purchaser specifically objects to any different or additional terms, whether or not material, contained in such offer.

4. Change: Purchaser may make changes in the scope of work, quantity of items, quality requirements, character, specifications, packaging, delivery and other terms of the Order at any time by written change order. In such event, the price and delivery date set forth in the Order may be modified by written agreement of Purchaser and Seller. Within 10 days after receipt of any change order, Seller shall provide to Purchaser, for its review, a detailed statement of any change in price or delivery date requested by Seller resulting from Purchaser’s change order. Any claim for increase in price or delay in delivery shall be deemed waived unless made within such period, in which case Seller shall fill the changed Order at the original price and on the original terms. No amendments, substitutions or other changes to this Order shall be effective unless set forth in writing and signed by an authorized representative of Purchaser.

5. Inspection: Seller shall perform on the Material all regular production tests without additional charge to Purchaser. Purchaser and its representatives shall have the right to enter upon any premises where any work on the Material is being conducted for the purpose of witnessing such work, verifying quality assurance systems, procedures and records and inspecting the Material and expediting delivery of the Material. Such inspections shall not be an acceptance of any work performed and shall not relieve Seller of its obligations under the Order. All Material shall be subject to final inspection and acceptance for a reasonable period after receipt by Purchaser and may be rejected for failure to comply with the Order at any time prior to final inspection or within

a reasonable time after final inspection if the nonconformity could not be detected by reasonable inspection. Any acceptance by Purchaser may be revoked at any time in accordance with applicable law.

6. Delivery: Time is of the essence of the Order. Seller shall provide Purchaser with weekly written reports of the production status and anticipated delivery date of the Material. Purchaser may store any Material received by it prior to the delivery date specified in the Order at Seller's risk and expense. If any Material is not received by the delivery date specified in the Order, Purchaser may either (i) terminate the Order without any liability to Seller and Seller shall refund any amounts previously paid under this Order by Purchaser, or (ii) require Seller to ship the Material by the most expedient means at Seller's risk and expense. In either event, Purchaser shall be entitled to recover from Seller any additional expenses, losses, penalties or other costs arising from such delay or the purchase of substitute goods or services.

7. Excusable Delay: Seller shall have no liability for any delay in delivery arising solely from causes that are beyond its control and the control of its vendors, and not reasonably foreseeable, such as fires, floods, explosions, riots, wars, acts of public enemies, and acts of governments. In order for any such event to excuse a delay, Seller must notify Purchaser of its occurrence within five (5) days and take all reasonable action to overcome its effect. Purchaser may terminate the Order without any liability to Seller with respect to any Material delayed more than thirty (30) days. If any portion of the Order is terminated pursuant to this clause, Seller shall continue performing any uncancelled portion. Seller shall not be entitled to any increase in price arising from an excusable delay.

8. Shipping Instructions: All Material shall be delivered F.O.B. to the location specified in the Order, by carriers and routes designated by Purchaser. Seller shall be responsible for, and Purchaser may deduct from any amount owed to Seller, any increase in freight arising from shipment to locations, by carrier, by method or via routes other than those designated by Purchaser. If Purchaser fails to designate a carrier or route, Seller shall ship the Material by freight, using the most direct route. Regardless of F.O.B. location, Seller will bear all risk of loss or damage of the Material occurring prior to acceptance by Purchaser. Seller shall, without additional charge, provide all packing, crating and shipping containers necessary for shipment, prominently labeled with Purchaser's order number, weight and lifting points and shall contain an itemized packing list containing Purchaser's order number, description, part number and Seller's count. Purchaser's count shall be conclusive on any shipment not accompanied by an itemized packing list. Partial shipments are permitted unless otherwise stated in the Order.

9. Packaging: Seller shall be responsible for packing and packaging necessary to withstand transportation hazards and for preparing shipments in accordance with Purchaser's packing instructions.

10. Warranty: Seller warrants that all Material shall: conform to Purchaser's specifications or, if none, applicable industry standards; be free from any defect in design, material or workmanship; be of sufficient size; be free from encumbrances; and otherwise be suitable for the purpose intended. If any Material fails to meet any of the above warranties at any time before the expiration of twelve (12) months from the date of operation by an end user or twenty-four (24) months from

the date of installation, whichever is shorter, Seller shall, at its risk and expense and at the place at which such Material is then located, repair, rework or modify the Material so as to comply with the above warranties, or replace such Material with new Material meeting all of the terms of the Order, within the time required by Purchaser. In addition, Seller shall reimburse Purchaser, and Purchaser may deduct from amounts otherwise owed to Seller, any expenses or damages incurred by Purchaser as a result of the failure of any Material to comply with the above warranties, including but not limited to costs of replacement Material and repairs performed by Purchaser as a result of Seller's inability or refusal to perform such repairs or replacement within the time required by Purchaser.

11. Nonconformance: If any Material is found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this Order, including any design requirements of this Order, then Purchaser, in addition to its other rights and remedies, may, at its option, correct or have corrected the nonconformity at Seller's expense or reject and return such Material at Seller's expense. Seller shall not replace any returned Material without written authorization from Purchaser.

12. Patents: If the Material contains items that are of Seller's design, Seller warrants that the manufacture, sale and use of the Material does not infringe any patent, copyright, trademark or other intellectual property right of any person, and Seller agrees to defend, indemnify, and hold Purchaser and its customers harmless from any loss, cost, expense, claim or demand based on infringement or claimed infringement. If any Material is found to infringe any intellectual property right, Seller shall, at its sole cost, replace such Material with noninfringing goods or services of same or better quality and functionality, obtain for Purchaser the royalty-free right to continue using the Material, or modify the Material so as to be non-infringing without loss of functionality.

13. Indemnity: Seller shall indemnify, defend, and hold harmless Purchaser and its customers, and the directors, officers, employees, agents, successors, assigns and subcontractors of Purchaser and its customers, from and against all claims, liabilities, damages, losses and expenses (including reasonable attorney's fees) for any injury (including, without limitation, bodily injury, death or property damage) arising, directly or indirectly, in whole or in part, out of the Material or Seller's breach of the Order.

14. Insurance. Seller shall obtain and keep in force for the benefit of Seller and Purchaser the following insurance, or equivalent, from a nationally recognized insurance carrier licensed to provide insurance in the jurisdiction in which work is to be performed, with minimum limits as set forth below:

- a) Commercial General Liability equivalent to \$5,000,000 USD combined single limit occurrence;
- b) Statutory Workers' Compensation and or Employer's Liability as required by state or country law;
- c) Bodily injury/property damage covering all vehicles used in connection with the Material in the amount of \$1,000,000 combined single limit each occurrence.

If any of the above policies are claims made policies, Seller shall keep in effect all such policies (or tail coverage) for at least four years after the termination of this Order. Upon Purchaser's request, Seller shall provide Purchaser with a certificate of insurance evidencing that the required

minimum coverage is in effect and that Purchaser is named as an additional insured, provide a waiver of subrogation clause in favor of Purchaser, and provide that all coverage provided by Seller shall be primary. Such insurance shall not exclude the actions of any subcontractor that Seller may utilize. Seller shall provide the insurance referenced in this Section 14 without effect on any obligation imposed upon Seller under this Order.

15. Retention of Records: Seller shall maintain records regarding this Order and the Material in accordance with Purchaser's "Supplier Quality System Requirements." In addition, Seller shall maintain for (10) years after final payment is made under this Order, purchase order files for suppliers, equipment, material or services used in the performance of the Order. Upon completion of work by Seller under this Order, Seller shall return to Purchaser any classified information furnished by Purchaser, including all reproductions thereof, and Seller shall surrender classified information or materials developed by Seller in connection with this Order, unless the information has been destroyed, or the retention of the information is authorized in writing, by Purchaser or the Government.

16. Work on Purchaser's or its Customer's Property: Seller shall comply with all of Purchaser's safety and security procedures and shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work.

(a) Seller shall comply with all of Purchaser's safety and security procedures and shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work.

(b) Seller represents and warrants that all of its employees who will perform work on Purchaser's or its customer's premises have been tested and are free from illegal drugs. The term "illegal drugs" does not include the use of a controlled substance pursuant to a valid prescription. The prescription medication must not prevent the employee from performing competent and safe work.

OR to be used in circumstances where Seller does not have the right to conduct routine drug testing:

(c) Seller represents and warrants that it will use reasonable endeavors to ensure that all of its employees who will perform work on Purchaser's or its customer's premises are free from illegal drugs. If Seller has reason to suspect that any employee performing work on Purchaser's or its customer's premises is using illegal drugs, Seller shall take immediate steps to remove such employee from Purchaser's or its customer's premises and ensure that the employee does not continue to perform work under this Order. The term "illegal drugs" does not include the use of a controlled substance pursuant to a valid prescription. The prescription medication must not prevent the employee from performing competent and safe work.

(d) To the extent permitted by applicable law, Seller will conduct a criminal convictions records investigation of its employees through the use of an approved third-party background check vendor before they are assigned to work on any Order that requires that employee to enter Purchaser's or its customer's premises. Where Seller is located in the UK, such investigation shall, at a minimum, take the form of a Criminal Record Check (CRC) and be in accordance with the UK Rehabilitation

of Offenders Act (1974) and Seller shall provide Purchaser with a copy of the CRC check completed prior to assigning any employee to work on any Order that requires that employee to enter Purchaser's or its customer's premises requesting unescorted visitor access.

(e) Seller shall include this provision in any subcontract where the subcontractor will perform work on Purchaser's or its customer's premises.

17. Confidentiality: Seller shall keep confidential and not disclose to any third party and shall take all reasonable steps to prevent the disclosure of any drawings, specifications, data, performance criteria and other information provided to Seller by Purchaser or developed by or purchased by Seller in the course of its performance of the Order (collectively, "Confidential Information". All such Confidential Information shall be the sole property of Purchaser and shall be delivered to Purchaser upon demand but in no event later than with Seller's final invoice. Seller shall not refer to this Order or use any information provided by Purchaser or other public disclosure without Purchaser's prior written consent. Seller further agrees that all Confidential Information supplied by Purchaser is the sole property of Purchaser (or Purchaser's customer). Seller shall not utilize any Confidential Information to supply goods or services to any third party without the express written consent of Purchaser.

18. Termination for Purchaser's Convenience: This Order may be terminated by Purchaser in whole or in part at any time by written notice to Seller. With respect to Material that is normally stocked by Seller, Purchaser shall have no liability for any termination fees. With respect to specially produced Material, Seller shall immediately cease all work on terminated Material, cancel all orders for components and supplies relating to terminated Material on the best terms available and return to its stock or the stock of its vendors any reusable components and supplies. Purchaser shall pay Seller a termination fee for specially produced Material equal to actual costs incurred for work completed plus any additional expenses incurred by Seller as a direct result of termination, less any amounts previously paid with respect to the terminated Material and credits for components and supplies returned to the stock of Seller and its vendors. All work-in process and other supplies identified to the terminated specially produced Material and not returned to the stock of Seller or its vendors shall be the property of Purchaser and disposed of according to its instructions. Purchaser shall in no event be required to pay termination fees in excess of the purchase price of any terminated Material. Except as expressly set forth in this section, Purchaser shall not be liable for any damages or costs as a result of any termination including, without limitation, anticipated or lost profits, or special, incidental or consequential damages. Seller shall continue performance of the Order to the extent it is not terminated.

19. Termination for Cause: This Order may be terminated by Purchaser in whole or in part in the event of Seller's breach of any of the terms or conditions of the Order, including and without limitation any failure of materials or work to conform to the warranty under Section 10, above. This termination shall be by written notice to Seller. Purchaser also has the right to cancel the Order if Seller becomes insolvent, files a voluntary petition in bankruptcy, has an involuntary petition in bankruptcy filed against it, has a receiver or trustee appointed for it or makes an assignment for the benefit of creditors. In the event of termination under this Section, without prejudice to Purchaser's other rights and remedies, Purchaser may a) refuse to accept delivery of Material; b) return to Seller any Material already accepted, recover any payments made for the

same and for freight, storage, handling and other expenses incurred and be relieved of liability for any further payments to Seller; c) recover any payments made to Seller for undelivered or returned Material; and d) charge Seller with any increased costs resulting from Purchaser's acquisition of substitute goods or services.

20. Applicable Laws: All Material shall be manufactured, produced and sold in accordance with, and shall comply in all respects with, all applicable laws, rules and regulations, including without limitation the Fair Labor Standards Act, Walsh Healy Act, Robinson Patman Act, Occupational Health and Safety Act, Civil Rights Act, and Executive Orders 11246 and 11375. Seller shall indemnify Purchaser and Purchaser's customers from any liability arising from the failure of any Material to comply with applicable laws, rules or regulations. The Order shall be interpreted and any disputes shall be resolved in accordance with the laws of the State of Ohio, USA.

21. Environmental Matters:

(a) Seller represents and warrants that the Material (1) complies with all laws and regulations governing the management, handling, shipping, import, export, notification, registration or authorization of chemical substances such as the Montreal Protocol, the Stockholm Convention on Persistent Organic Pollutants, the US Toxic Substances Control Act, the European Union's Restrictions on Hazardous Substances and REACH legislation and other comparable chemical regulations (collectively "Chemicals Legislation"); and (2) can be used as contemplated by Purchaser in full compliance with the Chemicals Legislation.

(b) Unless Purchaser has expressly agreed otherwise in writing, Seller represents and warrants that the Material does not contain (1) any chemicals that are restricted or banned under any Chemicals Legislation and/or (2) lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB), polybrominated diphenyl ethers (PBDE), arsenic, asbestos, benzene, polychlorinated biphenyls, carbon tetrachloride, beryllium or radioactive materials. Seller shall notify Purchaser in writing of the presence of any engineered nanoscale material contained in the Material or used in Seller's operations. Upon request Seller shall provide, subject to reasonable protection of Seller's confidential business information, the chemical composition of the Material and any other relevant information regarding the Material, including without limitation, test data and safe use and hazard information.

(c) Unless specifically defined as a requirement by Purchaser's engineering drawings or specifications, the use of cadmium plating or nickel cadmium plating is strictly prohibited in the manufacture of any Material. The use of cadmium plating or nickel cadmium plating is strictly prohibited on all tooling, fixtures, and test equipment that is used for manufacturing, assembly, test, or material handling of the Material unless Seller has notified Purchaser in advance and has obtained Purchaser's prior written consent to such use.

(d) If Seller is located outside of the U.S. and is shipping Material into the U.S., regardless of which party is the importer of record, Seller agrees to comply with the import restrictions contained in section 13 of the Toxic Substance Control Act (TSCA) 15 U.S.C. 2601 et seq., provide the appropriate TSCA Certification required under 19 CFR 12.121, and be responsible for any fines or liabilities resulting from any breach of this provision.

(e) Seller represents and warrants that it has included requirements substantially similar to the requirements in this Order in all subcontracts it enters into related to the fulfillment of this Order.

(f) When Seller ships any Material to Purchaser, Seller shall provide with the Material, in the language(s) of the location(s) where the Material is delivered to Purchaser or Purchaser's designee: (1) safe use instructions; (2) hazard communication, safe transport and labeling information; (3) compliance and certification documentation; and (4) for chemical substances and mixtures, safety data sheets (MSDS/SDS). For each such Material, identification shall reference the stock or part number of the delivered Material.

22. Imported Components: Within thirty (30) days after acceptance of this Order, Seller shall notify Purchaser of any components or supplies incorporated in the Material which were imported by Seller and on which Seller has paid, directly or indirectly, any duty or tariff. Seller hereby assigns to Purchaser any and all rights to draw-backs or other recovery of import duties relating to components and supplies, incorporated into the Material and agrees to provide Purchaser with any documents necessary for Purchaser to file a claim for draw-back.

23. Receiving Hours: All goods, supplies and other tangible property to be shipped by Seller to Purchaser's facility shall be scheduled to arrive between the hours of 8:30 AM and 4:30 PM, local time, Monday through Friday, excluding holidays. Purchaser shall have no obligation to accept shipments arriving at other times.

24. Gifts and Considerations: Seller warrants that it has not made and will not offer to make any gift to any employee of Purchaser or any of its agents for doing or forbearing to do any act, or for showing any favor or disfavor to any person, with respect to the award of this Order, or any work performed hereunder. Purchaser shall have the right to deduct from the contract price the full amount of any such gift made by Seller in breach of this warranty and may terminate this Order for default for breach of this warranty by Seller. By acceptance of this Order, Seller certifies that it has not paid any kickbacks and is in compliance with the Anti-Kickback Act of 1986, 41 U.S.C. 51-58, and further, Seller agrees to indemnify Purchaser for any costs, liabilities or administrative offsets incurred by Purchaser as a result of violations or alleged violations of FAR 52.203-7, "Anti-Kickback Procedures", by Seller, its employees, its subcontractors, or their employees.

25. Export and Import Controls: Seller agrees to comply with all applicable government export control laws and regulations, including but not limited to the International Traffic in Arms Regulations ("ITAR," 22 CFR Part 120-130) and the Export Administration Regulations ("EAR," 15 CFR Parts 730-774).

(a) Defense Articles. If the Material consists of defense articles or defense services (as defined in Sections 120.6 and 120.9 of the ITAR), Seller agrees to maintain a valid and current Directorate of Defense Trade Controls ("DDTC") registration and agrees to provide confirmation of registration if requested by Purchaser.

i) With respect to such defense articles and/or defense services, Seller represents and warrants that it has not and will not pay or offer to pay for the solicitation or promotion or otherwise to secure the conclusion of a sale of defense articles or defense services to

- or for the use of the armed forces of an international organization or non-U.S. country any fees, commissions or political contributions as described under Part 130 of the ITAR without prior notice to Purchaser.
- ii) In such event, Seller shall provide to Purchaser, in a timely manner and not later than 20 days after such an event, full disclosure of all information necessary for Purchaser to comply fully with Sections 130.9 and 130.10 of the ITAR.).
  - iii) With respect to any defense articles that are manufactured or produced for Purchaser pursuant to an authorization under the ITAR (e.g., a license or manufacturing license agreement), Seller agrees that all items in a partially completed state (such as scrapped material, forgings, castings, extrusions or any other machined body), which have reached a stage in manufacture where they are clearly identifiable as a defense article, as contemplated by Section 121.10 of the ITAR, shall be subject to the ITAR (including all components, accessories, attachments and parts thereto). All such partially completed items shall either be returned to Purchaser in the U.S. or destroyed. If destroyed, a certificate of destruction shall be maintained by Seller and provided to Purchaser upon request, and shall certify that such destruction has occurred under a destruction process that reduces the item to a state where it is no longer clearly identifiable as a defense article, including but not be limited to shredding, chopping, incinerating, melting, chemical decomposition or any other destructive process that reduces the item to such a state.
- (b) If Seller intends to conduct work for Purchaser in a non-U.S. country, Seller must provide advance written notification to Purchaser.
- (c) Citizenship Status.
- i) If Seller is located in U.S.: Seller agrees to limit work on this Order to U.S. Persons when required by applicable export control laws and regulations (e.g., ITAR 120.14).
  - ii) If Seller is located outside U.S.: For data export purposes, only citizens of the country in which Seller is located shall be permitted to work on this Order without prior written approval from Purchaser. Seller shall preserve such records as permitted by local laws and regulations regarding the citizenship status of Seller's employees.
- (d) Prohibited Goods and Services. The U.S. prohibits the importation of goods or the purchase of services from certain countries, entities, or individuals. No goods or services from prohibited countries, entities, or individuals may be used directly or indirectly in the activities covered by this Order. The list of prohibited countries can change from time to time and it is Seller's responsibility to ensure compliance with such list at all times (which may be found on various websites, such as: <http://www.treas.gov/ofac>, <http://www.bis.doc.gov> and <http://pmdtc.state.gov/embargoed-countires/index.html>).
- (e) Importer of Record.
- i) If Purchaser is the importer of record, Seller shall ship the Material to the port of entry as advised by Purchaser and show proper broker notification on all shipping waybills. Any additional transportation or clearance charges incurred by Purchaser due to non-adherence to this clause will be the responsibility of Seller.



- ii) Seller's shipping cartons and documentation must meet all U.S. customs country of origin marking and invoicing requirements. Seller will be responsible for any fines or liabilities resulting from insufficient, improper or negligent invoicing or marking of shipments.
  - iii) Seller accepts and shall implement sufficient procedures to enable Purchaser to comply with U.S. Customs and Border Protection's (CBP) Importer Security Filing (ISF) requirements. Seller shall provide the following required data elements: (1) Seller or Seller's ultimate owner's registered name and address, (2) Manufacturer's name and address, (3) Purchaser's name and address, (4) Ship-to name and address of final destination, (5) Container stuffing location name and address, (6) Consolidator or stuffer name and address, (7) Importer of Record's name and U.S. Internal Revenue Service (IRS) or tax identification number, (8) Consignee name(s) and U.S. IRS or tax identification number, (9) Country of origin - the country where goods are manufactured or produced, and (10) Six-digit harmonized tariff code; such information shall be provided to the designated Purchaser ISF agent within 72 hours prior to the shipping vessel sailing. Seller or its agents shall communicate ISF requirements, including the ISF pre-alert form (by electronic mail) to Purchaser's ISF agent at least 72 hours prior to the shipping vessel sailing. Seller or its agents shall not load any container onto vessel prior to receipt of ISF acceptance from Purchaser's ISF agent.
  - iv) In addition to any other rights and remedies Purchaser may have at law or in equity, Purchaser may deduct from the price of any Material any penalties, fines or assessments that U.S. Customs and Border Protection imposes on Purchaser for late or inaccurate or incomplete ISF filings caused by Seller's non-compliance. Additional deductions may be taken for late deliveries, demurrage or expenses incurred due to Seller's failure to comply with ISF requirements.
- (f) U.S. Exporter. Unless otherwise agreed by Purchaser, if Seller is the U.S. exporter for any U.S. origin bailed or purchased material required by Seller to complete this Order, in addition to obtaining export licenses as required by this Order, Seller shall be responsible for authorizing a U.S. freight forwarder.
- (g) Anti-Dumping. Seller warrants that all sales made hereunder are or will be made at not less than fair value under the U.S. Anti-Dumping law (19 U.S.C. sec 1673 et. seq.), and Seller will indemnify, defend, and hold Purchaser harmless from and against any costs or expenses (including but not limited to any anti-dumping duties which may be imposed) arising out of or in connection with any breach of this warranty.

## 26. Seller's Representations:

- (a) Compliance with Laws. Seller represents and warrants that it shall perform all activities required under this Order in compliance with all applicable international, national, state and local laws.
- (b) Release of Information. Seller shall not release any information concerning this Order or its business relationship with Purchaser, to any third party, except as required by applicable law, rule, injunction or administrative order, without Purchaser's prior written consent. Seller shall not use

Purchaser's name, photographs, logo, trademark, or other identifying marks or symbols or that of any of its subsidiaries or affiliates without Purchaser's prior written approval.

(c) Seller represents and warrants that the Material shall not contain any viruses, malicious codes, trojan horse, time bomb, self-help code, back door, or other software code designed to: damage, destroy, or alter any software or hardware; reveal, damage, destroy, or alter any data; disable any computer automatically; or permit any unauthorized access to any software or hardware.

(d) Seller will provide any computer software and firmware free of any license terms, such as reciprocal open source license terms, that would obligate Purchaser to divulge source code to the public, or if not disclosed to the public offer free of charge, or cause a distributor or publisher of the software to deprive themselves the benefit of any patent protection associated with any software.

(e) International Electrotechnical Commission ("IEC") Standards. If the Material contains software, Seller will adopt policies and establish systems to comply with IEC 62443-4-1 on or before it is adopted as an international standard and will provide data regarding Seller's compliance to Purchaser upon request. If any services provided to Purchaser involve Industrial Automation Control Systems (as defined by the IEC), Seller represents and warrants that it has adopted policies and systems to comply with IEC 62443-2-4 and will provide data regarding Seller's compliance to Purchaser upon request.

27. Purchaser's Property: Unless otherwise expressly agreed in writing, the terms of this Order and all tools, equipment, materials, drawings, computer software, documents or data of every description furnished to Seller by Purchaser, or specifically paid for in whole or in part by Purchaser and any replacement thereof, or any material affixed or attached thereto (collectively, "Purchaser's Property"), shall be and remain the property of Purchaser and Seller shall have no interest therein. The Purchaser's Property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as being the property of Rhinestahl Corporation by an appropriate clear marking, and shall be safely stored separate and apart from Seller's property. Any Purchaser's Property while in Seller's custody or control shall be held at Seller's risk, and shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Purchaser. The Purchaser's Property shall be subject to removal at Purchaser's written request, in which event Seller shall prepare such property for shipment and shall deliver it as directed by Purchaser in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Purchaser's expense.

a) Seller shall not analyze, have analyzed, or cause to be analyzed any Purchaser's Property to determine its chemical composition or physical properties, or for reverse engineering.

(b) Seller may not use, disclose to others or reproduce any Purchaser's Property for any purpose not directly related to performing this Order, including, but not limited to, (1) the design, manufacture, or repair of parts, or to obtain FAA or any other governmental approval to do so; or (2) to provide any part by sale or otherwise, to any person or entity other than Purchaser.

(c) If Seller, without Purchaser's prior written approval, designs or manufactures for sale to any person or entity other than Purchaser or Purchaser's affiliate any hardware that is substantially similar to or can replace or repair any Purchaser designed product or system or any part for a GE, CFM International, or other engine program in which Purchaser participates, or obtains FAA or other governmental approval for such hardware or repair, Seller shall be required to establish by clear and convincing evidence in any adjudication involving Purchaser's Property that neither Seller nor any of its employees, sub-contractors or agents used, directly or indirectly, any Purchaser's Property in such design or manufacture or in obtaining FAA or other governmental approval.

(d) Government Contracts. If any Material is furnished or paid for under a government subcontract (as defined in Appendix 1, below) that includes ownership of the Material by the government, the government shall retain ownership of such Material. Seller hereby grants to Purchaser an irrevocable, fully paid up, perpetual license to use such Material.

28. Miscellaneous: No waiver or failure to enforce any provision of the Order shall be deemed a continuing waiver of such provision or a waiver of any other provision. Purchaser's exercise of any of its rights or remedies under the Order shall not prevent the concurrent or subsequent exercise of any other right or remedy available under the Order, at law or in equity. None of the work under the Order may be subcontracted and none of the proceeds under the Order may be assigned without Purchaser's prior written consent.

*APPENDIX I: THE FOLLOWING PROVISIONS ARE APPLICABLE TO ALL U.S. GOVERNMENT SUBCONTRACTS*

01. If deliveries of Material (including data) under this Order are to be made directly to the U.S. Government, Seller agrees to prepare and distribute the DOD form 250, "Material Inspection and Receiving Report", as set forth in part 53 of DFARS. Seller shall include a similar provision in any subcontract if the subcontractor will be making deliveries directly to the U.S. Government.

02. Seller acknowledges that it is aware of and will comply with the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a).2. These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

03. The following clauses, and those clauses that are required by law or regulation to be flowed down to subcontractors that are contained in subsequent versions of Appendix I and II in effect on the date of this Order, are hereby incorporated by reference, if and to the extent they apply to the Material to be provided by Seller without exception or waiver based upon the type, nature, value and location for production of the Material. With regard to each clause, if this precondition does not exist, or a waiver or exception applies as set forth in the clause or its implementing regulation, such clause shall be self-deleting. In case of conflict between the body of the Agreement and this Appendix I, the Appendix will prevail.

04. Whenever necessary to make the context of the clauses applicable to this Order, the terms “Government”, “Contracting Officer”, and similar terms shall mean Purchaser, the term “Contractor” and similar terms shall mean Seller, and the term “Contract” shall mean this Order. However, the terms “Government” and “Contracting Officer” do not change (1) when modifying “Property” (e.g. “Government Property”), (2) in the patent clauses incorporated herein, (3) when a right, act, authorization or obligation can only be granted or performed by the Government or Contracting Officer, (4) when title to property is to be transferred directly to the Government, (5) when access to proprietary financial information or other proprietary data is required, except as otherwise provided herein, and (6) where specifically modified herein.

05. The information in parentheses below is provided for informational purposes and to assist in determining applicability, and does not relieve any party from their contractual duties when the provision or clause applies pursuant to the requirements of each individual provision or clause. The full text of a clause may be accessed electronically at <http://farsite.hill.af.mil/vffar1.htm> or <http://www.acq.osd.mil/dpap/>

### **FEDERAL ACQUISITION REGULATION (FAR) CLAUSES**

- 52.202-1 DEFINITIONS
- 52.203-3 GRATUITIES (Applies when the Order exceeds the Simplified Acquisition Threshold (“SAT”))
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (Applies when the Order exceeds the SAT)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Applies when the Order exceeds the SAT)
- 52.203-7 ANTI-KICKBACK PROCEDURES (Applies when the Order exceeds the SAT; Note: Paragraph (c)(1) is excluded; In paragraph (c)(4) replace “The contracting officer may” with “To the extent the Contracting Officer has made an offset and directed Purchaser to withhold an amount, Purchaser may...”)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (Applies when the Order exceeds the SAT)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Applies when the Order exceeds \$150,000)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applies when the Order exceeds \$5,000,000 and the period of performance exceeds 120 days)
- 52.203-14 DISPLAY OF HOTLINE POSTER(S) (Applies when the Order exceeds \$5,000,000)
- 52.204-2 SECURITY REQUIREMENTS (Applies when the Order involves access to classified information)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Applies when Seller’s employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (Note: Seller agrees to timely provide information requested)

- by Purchaser pursuant to this clause, and acknowledges that such information will be made publicly available)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Applies when the Order exceeds \$30,000)
  - 52.211-5 MATERIAL REQUIREMENTS
  - 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (Applies when certified cost or pricing data is required)
  - 52-215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (Applies when certified cost or pricing data is required)
  - 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (Applies when certified cost or pricing data is required)
  - 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA
  - 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS
  - 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES - IDENTIFICATION OF SUBCONTRACT EFFORT (Applies when certified cost or pricing data is required)
  - 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (Applies when certified cost or pricing data is required)
  - 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (Applies when the Order exceeds the SAT)
  - 52.219-9 SMALL BUSINESS CONTRACTING PLAN (Applies when the Order exceeds \$650,000)
  - 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (Applies when the Order exceeds \$150,000 and may require or involve the employment of laborers or mechanics)
  - 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (Applies when the Order exceeds the SAT and is (1) a service contract, as defined in 22.001, (2) that succeeds a contract for performance of the same or similar work at the same location, and (3) is not exempted by 22.1203-2 or waived in accordance with 22.1203-3)
  - 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES
  - 52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 (Applies when the Order exceeds \$15,000)
  - 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (Applies when 52.222-26 is applicable)
  - 52.222-26 EQUAL OPPORTUNITY (Applies when the Order exceeds \$15,000 unless an exemption applies)
  - 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (Applies when the Order exceeds \$100,000)
  - 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (Applies when the Order exceeds \$15,000)
  - 52.222-37 EMPLOYMENT REPORTS ON VETERANS (Applies when the Order exceeds \$100,000)

- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Applies when the Order exceeds \$10,000)
- 52.222-41 SERVICE CONTRACT LABOR STANDARDS (For each Order subject to the SCLS, Purchaser shall include a remark signifying SCLS applicability. Seller shall submit any required wage classifications to Purchaser for submission to the Contracting Officer and shall not commence performance until receipt of the final wage determination from Purchaser)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (Paragraph (h) *Compliance Plan*, applies to any portion of the contract that: (i) is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and (ii) has an estimated value that exceeds \$500,000))
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (Applies when the Order is for Services)
- 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (Applies when 52.222-41 is applicable; Seller shall indemnify Purchaser in the event Purchaser is held liable under paragraph (j))
- 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (Applies if it is possible that at least \$500,000 of the value of the contract may be performed outside the United States and the acquisition is not entirely for commercially available off-the-shelf items)
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (Applies when Seller is delivering hazardous materials)
- 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (Applies when products listed in the ENERGY STAR® Program or FEMP will be provided to Purchaser)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
- 52.225-1 BUY AMERICAN-SUPPLIES
- 52.225-2 BUY AMERICAN CERTIFICATE (Applies when 52.225-1 applies)
- 52.225-5 TRADE AGREEMENTS
- 52.225-8 DUTY-FREE ENTRY (Applies when goods will be imported into the Customs Territory of the United States)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
- 52.227-1 AUTHORIZATION AND CONSENT (Applies when the Order exceeds the SAT)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (Applies when the Order exceeds the SAT)
- 52.227-9 REFUND OF ROYALTIES
- 52.227-10 FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER (Applies when the Order covers or is likely to cover classified subject matter)
- 52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR
- 52.227-13 PATENT RIGHTS-OWNERSHIP BY THE GOVERNMENT
- 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (Applies when the Order requires performance on a U.S. military base outside the US)

- 52.228-4 WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (Applies when the Order requires performance on a U.S. military base outside the US and the Secretary of Labor waives the applicability of the Defense Base Act applies)
- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (Applies when the Order exceeds the SAT and the Order will require work on a Government installation)
- 52.230-2 COST ACCOUNTING STANDARDS (Applies when the Order is subject to CAS)
- 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (Applies when the Order is subject to CAS)
- 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES - FOREIGN CONCERNS (Applies when the Order is subject to CAS and Seller is located outside of the U.S.)
- 52.230-5 COST ACCOUNTING STANDARDS - EDUCATIONAL INSTITUTION (Applies when the Order is subject to CAS and Seller is an Educational Institution)
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (Applies when the Order is subject to CAS)
- 52.232-16 PROGRESS PAYMENTS (Applies when the Order provides for progress payments to Seller)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Applies when Seller subcontracts with small business subcontractors and Seller receives accelerated payments from Purchaser)
- 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III, DEFENSE PRODUCTION ACT
- 52.242-15 STOP-WORK ORDER
- 52.244-5 COMPETITION IN SUBCONTRACTING
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS
- 52.245-1 GOVERNMENT PROPERTY
- 52.245-9 USE AND CHARGES
- 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (Applies when the Order requires shipment to be made directly to the US Government and Seller has been authorized to ship on a Commercial Bill of Lading)
- 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (Applies when the Order involves international air transportation of personnel or property)
- 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (Applies when goods are to be shipped by ocean vessel unless exempted under paragraph (e)(4))
- 52.248-1 VALUE ENGINEERING (Applies when the Order exceeds \$150,000)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (Applies in lieu of the Termination for Convenience clause in the body of this Agreement) (In paragraph (c) change "120 days" to "60 days," and in paragraph (e) change "90 days" to "45 days")
- 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (Applies when Seller is an educational or other non-profit institution and in lieu of the Termination for Convenience clause in the body of this Agreement) (Delete paragraph (h), in paragraph (c) change "120 days" to "60 days", and in paragraph (d) change "1 year" to "60 days")

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (Applies in lieu of the Termination for Default clause in the body of this Agreement) (In paragraph (a)(2) change “10 days” to “7 days”)

**IF AN ORDER IS PLACED UNDER A DEPARTMENT OF DEFENSE (DOD) CONTRACT, THE FOLLOWING DOD FAR SUPPLEMENT CLAUSES APPLY IN ADDITION TO (OR IN LIEU OF WHERE NOTED) THE FAR CLAUSES ABOVE:**

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (Applies when the Order exceeds the SAT)

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (As referenced in FAR 52.203-13)

252.203-7004 DISPLAY OF HOTLINE POSTERS (Applies when the Order exceeds \$5,000,000 in lieu of FAR 52.203-14)

252.204-7000 DISCLOSURE OF INFORMATION

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (Applies when the Seller has unclassified controlled technical information resident on or transiting through Seller’s unclassified information systems. In the case of a reportable cyber incident, Seller shall report the information required in paragraphs (d)(1)(i-xiii) to Purchaser)

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM

252.211-7000 ACQUISITION STREAMLINING (Applies when the Order is a systems acquisition program, or exceeds \$1,500,000)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (Applies when the Order involves goods for which unique item identification is required in accordance with paragraph (c)(1))

252.215-7000 PRICING ADJUSTMENTS

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (Applies when FAR 52.219-9 applies)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS

252.222-70071 REPRESENTATION REGARDING COMBATTING TRAFFICKING IN PERSONS

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (Applies when the Order is for supplies, maintenance or repair services)

252.225-7000 BUY AMERICAN - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (Applies in lieu of FAR 52.225-2)

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (Applies in lieu of FAR 52.225-1)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS



- 252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (Applies when the Order involves goods covered by the U.S. Munitions List)
- 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Applies when the goods contain specialty metals; Note: Use of exceptions not permitted without advance Seller notification and prior Purchaser approval. Paragraph (d) of this clause is excluded)
- 252.225-7013 DUTY-FREE ENTRY (Applies in lieu of 52.225-8)
- 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (Applies when the Order exceeds the SAT and requires delivery of hand or measuring tools)
- 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Applies when the Order requires Seller to provide a ball and roller bearing that that is not incorporated into a higher-level assembly)
- 252.225-7020 TRADE AGREEMENTS CERTIFICATE (Applies when DFARS 252.225-7021 applies)
- 252.225-7021 TRADE AGREEMENTS (Applies in lieu of FAR 52.225-5)
- 252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS
- 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS
- 252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE
- 252.225-7032 WAIVER OF UNITED KINGDOM LEVIES - EVALUATION OF OFFERS
- 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES
- 252.225-7035 BUY AMERICAN- FREE TRADE AGREEMENTS - BALANCE OF PAYMENTS (Applies when DFARS 252.225-7036 applies and in lieu of FAR 52.225-4)
- 252.225-7036 BUY AMERICAN- FREE TRADE AGREEMENTS - BALANCE OF PAYMENTS (Applies in lieu of FAR 52.225-3)
- 252.225-7037 EVALUATION OF OFFERS FOR AIR CIRCUIT BREAKERS
- 252.225-7038 RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS
- 252.225-7048 EXPORT-CONTROLLED ITEMS
- 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (Applies when the Order exceeds \$500,000)
- 252.227-7013 RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (Applies when technical data is specified to be delivered under the Order)
- 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (Applies when Seller is required to deliver computer software or computer software documentation)
- 252.227-7015 TECHNICAL DATA-COMMERCIAL ITEMS
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION
- 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS
- 252.227-7018 RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE--SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE  
252.227-7020 RIGHTS IN SPECIAL WORKS  
252.227-7021 RIGHTS IN DATA--EXISTING WORKS  
252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-  
FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS  
252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER  
SOFTWARE  
252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER  
SOFTWARE  
252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY  
DELIVERED TO THE GOVERNMENT  
252.227-7030 TECHNICAL DATA-WITHHOLDING OF PAYMENT (Applies when technical  
data is specified to be delivered under the Order)  
252.227-7032 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN)  
252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA  
(Applies when technical data is specified to be delivered under the Agreement)  
252.227-7038 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (LARGE  
BUSINESS)  
252.227-7039 PATENTS--REPORTING OF SUBJECT INVENTIONS  
252.232-7004 DOD PROGRESS PAYMENT RATES  
252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (Applies in lieu of FAR 52.234-4)  
252.235-7003 FREQUENCY AUTHORIZATION  
252.236-7013 REQUIREMENT FOR COMPETITION OPPORTUNITY FOR AMERICAN  
STEEL PRODUCERS, FABRICATORS, AND MANUFACTURERS  
252.239-7018 SUPPLY CHAIN RISK  
252.243-7001 PRICING OF CONTRACT MODIFICATIONS  
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS  
252.246-7001 WARRANTY OF DATA (Applies when technical data is specified to be delivered  
under the Order)  
252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES  
252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND  
AVOIDANCE SYSTEM  
252.247-7003 PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE  
ADJUSTMENT TO THE COST BEARER  
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA  
252.247-70241 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA  
252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR  
REDUCTION

**IF AN ORDER IS PLACED UNDER A DEPARTMENT OF HOMELAND SECURITY  
(HSAR) PRIME CONTRACT, THE FOLLOWING HSAR FAR SUPPLEMENTAL  
CLAUSES APPLY IN ADDITION TO THE FAR CLAUSES:**

3052.219-70 SMALL BUSINESS SUBCONTRACTING PROGRAM REPORTING

1 If Purchaser has notified Seller in writing that the Material is a commercial item as defined in 2.101, then only these clauses apply.

2 The clause does not apply to international suppliers when work is performed outside the United States and its possessions.

*APPENDIX II: SUPPLEMENTARY TERMS AND CONDITIONS FOR COST REIMBURSEMENT ORDERS*

This Appendix II supplements Appendix I and applies only to cost-reimbursement purchase orders awarded under a prime or higher tier U.S. Government contract.

THE FOLLOWING CLAUSES APPLY IN ADDITION TO THOSE SET FORTH IN APPENDIX I:

- 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES - IDENTIFICATION OF SUBCONTRACT EFFORT (Applies when the Order exceeds the SAT for non-DOD Orders)
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (Applies when the Order exceeds the SAT for non-DOD Orders)
- 52.216-7 ALLOWABLE COST AND PAYMENT
- 52.216-8 FIXED FEE
- 52.216-10 INCENTIVE FEE
- 52.232-20 LIMITATION OF COST
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS
- 52.242-15 STOP-WORK ORDER (Alt 1 applies)
- 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT - COST REIMBURSEMENT
- 52.249-14 EXCUSABLE DELAYS
- 52.228-7 INSURANCE-LIABILITY TO THIRD PERSONS
- 52.232-22 LIMITATION OF FUNDS