



NOTE: YELLOW HI-LITE INDICATES CHANGE FROM THE PREVIOUS REVISION

Definitions

“Affiliate” - With respect to any entity, any other entity that controls, is controlled by, or is under common control with such entity.

“Buyer” - Global Machine Works, Inc.

“Contract” - An agreement between the Parties under which the Buyer may purchase Products and/or Services from the Seller by releasing Purchase Orders against it.

“Goods” - Those parts, articles, materials, drawings, data, or other property or services that are the subject of this Order.

“Order” - The purchase order, including all terms and conditions on the face and reverse side and all specifications, quality requirements and drawings referenced herein or issued hereunder.

“Parties” - Buyer and Seller collectively.

“Products” - Those goods, supplies, reports, data, materials, articles, items, parts, components or assemblies described in the Order.

“Property and Tooling” - All property and tooling (including, but not limited to, all materials, dies, jigs, tools, patterns, molds, tapes, gauges, models, equipment, fixtures, software tools and other items) whether (i) furnished or made available by Buyer to Buyer’s customers or (ii) fabricated, acquired, or otherwise provided by Seller or its suppliers or subcontractors and paid for by Buyer.

“Seller” - The business entity to which this purchase order is addressed, including Seller’s principal if Seller is acting as a broker or agent.

Contract Formation

If this Order is deemed to constitute acceptance of an offer, such acceptance is expressly made conditional on Seller’s assent to the terms of this Order and shipment of any part of the Goods or other commencement and performance will be deemed to constitute such assent. Any additional or different terms in any offer or acknowledgement by Seller are expressly rejected by Buyer and will not be deemed accepted by Buyer unless Buyer’s acceptance thereof is in writing and specifically refers to each such additional or conflicting term. Purchase Orders are to be acknowledged within three (3) business days of receipt, unless otherwise noted.

Invoicing, Payment, Price Warranty

A separate original invoice is required for each shipment under this Order. Buyer will pay for the Goods within the terms negotiated and agreed to with Seller, after the later of the date of Buyer’s receipt of the applicable invoice or the date acceptable Goods are received by Buyer (but not earlier than the specified delivery date), unless a different term has been agreed upon in writing. Seller warrants that the prices charged Buyer are no higher than the lowest prices charged to any other customer of Seller or any of Seller’s affiliates during the past twelve (12) months for the same or comparable Goods.

Order Changes

Buyer may at any time, by written notice to Seller, make changes in the drawings, specifications, quantities, delivery schedules and shipping instructions under this Order. If any such change increases or decreases the cost of performing or the time required for performance of this Order, an equitable adjustment in prices and / or schedules will be considered by Buyer provided that any claim



Supplier Terms and Conditions

Revision 10/2/17	Page 2 of 11
---------------------	-----------------

by Seller for documentation to Buyer within five (5) business days from the date of Buyer's notice to Seller. No changes whatsoever will be initiated by Seller without Buyer's written approval.

Taxes

Prices stated include all taxes directly applicable to the Goods unless otherwise specified. Notwithstanding the foregoing, Buyer will only be liable for such federal, state and local taxes that Seller is required by law to collect from Buyer.

Packaging and Crating Goods for Delivery

Goods will be suitably prepared for shipment to secure the lowest transportation rates (unless a premium method is specified on the face hereof) and will comply with all carrier regulations. No charges are allowed for packing, crating, freight expenses, or cartage unless authorized by Buyer.

Routing, Risk of Loss, Excess Shipments, and Delays

(a) Time is of the essence in the performance of this Order by Seller and Seller will take all necessary action, both normal and extraordinary, to ensure timely deliveries. (b) Buyer may select mode of transportation, routing of, and carrier for the Goods. Seller will be liable for excess transportation costs resulting from deviation from Buyer's instructions or promised delivery dates. (c) Seller will bear the risk of loss until the delivery point specified in the Order or, if not so specified, until delivery at destination. (d) Buyer's weight and count are conclusive, and Buyer will have no liability for payment for Goods delivered in excess of the quantity ordered. Excess Goods may be returned to Seller at Seller's expense. (e) If, prior to time for delivery of the Goods, Seller has reason to believe that it will be unable to meet its delivery schedule, Seller will immediately notify Buyer in writing, will indicate the cause of delay and will use its best efforts to cure the anticipated delay. Upon receipt of notice of the anticipated delay or upon occurrence of an actual delay, Buyer may (I) direct expedited routing of Goods, with excess cost paid by Seller, or (II) cancel the Order and purchase substitute Goods elsewhere, with excess costs and expenses paid by Seller.

Seller shall not deliver articles greater than five (5) days prior to the delivery schedule, unless written authorization is provided by Buyer.

Inspection of Goods: Rejection of Goods and Revocation of Acceptance

All Goods and related facilities will be subject to test and inspection by Buyer, Buyer's customers and any applicable government agencies at all places and all times, including during the period of manufacture. Seller will provide, at no additional cost, all reasonable facilities and assistance required for such inspections or tests conducted at Seller's premises. Buyer's action in paying for or accepting any Goods will not constitute a waiver of any rights or remedies of Buyer, including Buyer's right to revoke acceptance and return any part of the Goods or the right to make a claim for damages because of the failure of the Goods to conform to this Order. For all non-conforming Goods, Seller will provide Buyer, at Buyer's election, a full refund or replacement of the Goods, at Seller's risk and expense, including transportation costs both ways. Buyer may, at its option, purchase substitute Goods in lieu of non-conforming Goods, and Seller will be liable for the difference in costs, less expenses saved by Buyer. Buyer's rights herein will be in addition to all other rights of Buyer under applicable law.



Supplier Terms and Conditions

Revision 10/2/17	Page 3 of 11
---------------------	-----------------

Quality, Warranties

Seller warrants that all Goods delivered will strictly conform to the Order and all applicable specifications, quality documents and drawings, will be of good design, material, and workmanship, will be free of defects, will be merchantable and fit for their intended purpose, and will meet all applicable industrial and governmental safety standards. Seller further warrants that Seller will have title to and the right to sell such Goods at the time of delivery, and that all such Goods will be new (unless otherwise specified in this Order) at the time of delivery. Seller will also transfer to Buyer the warranties on goods and services incorporated into Goods. All warranties will survive any inspections, delivery, acceptance or payment by Buyer, and will run to Buyer, its successors, assigns, customers and users of Goods. Buyer may, at its option and without cost to Buyer, either (i) return for credit or refund any defective or nonconforming Goods, (ii) require prompt correction or replacement of the defective or nonconforming Goods, or (iii) repair the defective or nonconforming Goods and charge Seller for all related repair costs. Return to Seller of defective or nonconforming Goods and re-delivery to Buyer of corrected or replaced Goods shall be at Seller's expense and Seller shall pay for all other nonconforming Goods. Seller's warranties with respect to repaired or replaced Goods will be the same as the warranties given with respect to the original Goods. No approval of Seller's designs, drawings, samples, test results, procedures, processes, schedules or other items by Buyer under this Order will in any way limit or diminish Seller's warranties hereunder.

Indemnification

Seller agrees to defend, indemnify and hold Buyer, including its officers, directors, employees, parent, subsidiaries, affiliates and agents (collectively, the "indemnified Party"), harmless of and from any claim, loss, cost, damage, settlement or judgment arising out of Seller's provision of Goods to the Indemnified Party or the presence of Seller's employees, agents or subcontractors on the Indemnified Party's premises. This duty to defend, indemnify and hold harmless extends to any legal claim or proceeding, whether based on contract, warranty, infringement, strict liability in tort, negligence or other legal theory, and also extends not only to third party claims but also to any loss suffered directly by the Indemnified Party. Buyer is entitled to control Seller's defense of Buyer hereunder.

Insurance

Seller will furnish to Buyer a certificate of insurance showing that Seller has obtained insurance coverage in the following minimum amounts (or such higher minimum amounts as Buyer may, in its sole discretion, specify in writing): (a) Worker's Compensation - statutory limits for the state or states in which the work is to be performed; (b) Employer's Liability - \$1,000,000; (c) Commercial General Liability -

\$1,000,000 combined single limit per occurrence including Premises and Operations, Independent Contractors, Contractual Liability and Products and Completed Operations coverages; and (d) Automobile Liability (including owned, hired and non-owned vehicles) - \$1,000,000, combined single limit per occurrence. Such certificate will set forth the insurance company, amount of coverage, the policy numbers, and date of expiration, and will include a thirty days' notice of cancellation to Buyer clause. Buyer must be named as an additional insured party under each of these policies with the exception of the worker's compensation policy. Such insurance coverage must be maintained by Seller at all times while it is performing work under this Order. Compliance by Seller with these insurance requirements does not affect Seller's indemnification or other liabilities under this Order.



Property and Tooling

Buyer will be the owner of any equipment, tooling or fixturing furnished or paid for by Buyer (collectively, "Buyer tooling"). Seller will, to the extent feasible, identify Buyer tooling as Buyer directs and will dispose of Buyer property and tooling only in accordance with Buyer's written instructions. Seller assumes complete liability for any Buyer property and tooling and Seller agrees to pay for all repair, maintenance and replacement of Buyer property and tooling.

Unless otherwise authorized in writing by Buyer, Seller will use Buyer property and tooling solely in the performance of purchase orders for Buyer, Buyer reserves the right to request and receive a list of Buyer property and tooling in Seller's possession and to audit such list against Buyer property and tooling at Seller's facilities.

Materials

If Buyer furnishes any material for fabrication under this Order, then: (A) Seller will not substitute any other material in such fabrication without Buyer's written consent; (B) Buyer's title to such materials shall not be affected by incorporation or attachment to any other property; (C) Seller will maintain strict accountability to ensure positive individual lot integrity of finished product; and (D) all such material (except that which becomes normal industrial waste or is replaced at Seller's expense) will be returned in the form of product or unused material to Buyer. Inaccuracies, out of tolerance conditions or inadequacies in quality of materials accepted by Seller will not excuse performance in strict accordance with the applicable specifications, quality documents and drawings. Any industrial waste/scrap from Buyer-furnished material will, if requested by Buyer, be owned by Buyer and collected and segregated by Seller for pick-up by Buyer. Any industrial waste/scrap from Buyer-furnished material in excess of the allowance specified by Buyer will result in Seller being debited for the cost of the excess materials plus appropriate labor and overhead burdens.

Buyer's Property, Confidentiality

Seller shall be liable for the safe keeping, maintaining, and preservation of materials, tools, designs, patterns, drawings, and other property of Buyer in its possession and shall replace or repair without cost or expense to Buyer all such property which is lost, damaged, or destroyed while in Seller's possession. Buyer retains title and ownership of all information, materials and intellectual property furnished to Seller in connection with performance of this Order, and the same will be: (i) treated as Buyer's confidential information, segregated from Seller's property, and individually marked and identified as Buyer's property; (ii) used by Seller exclusively for the purpose of completing this Order; and (iii) returned to Buyer at Buyer's direction upon completion, termination, or cancellation of this order, along with all copies or reproductions, unless otherwise agreed in writing by Buyer.

Cancellation

This order may be cancelled by Buyer at any time in whole or in part by written notification to Seller. Seller will immediately cease performance under this Order upon receipt of notification of cancellation (unless otherwise specified by Buyer). Seller must submit a cancellation statement to Buyer no later than ten (10) days after the effective date of cancellation. Any reimbursement to Seller must be mutually agreed upon and will not exceed (i) the contract price for completed goods accepted by Buyer and not previously paid for; and (ii) the actual costs incurred by Seller directly in connection with the cancelled Goods that were within lead time at the effective date of cancellation. In no event will Buyer be responsible for any loss of profit or for payment for any work that is or may be rejected upon inspection or does not conform to Buyer's specifications or Order requirements.



End of Life

In the event Seller intends to replace or discontinue the manufacture of a Good, Seller will give Buyer at least 6 months prior written notice and accept additional Orders for such Good until the end of the 6- month notice period. Seller may not discontinue manufacture of a Good until all outstanding Orders for such Good have been filled.

Communication and Reporting

Buyer shall have the right to request communications with senior management or other employees of Seller regarding Seller's performance. Seller shall make per appropriate persons available to meet with representatives of Buyer as soon as practicable following a request for such communication, and Seller shall make available to Buyer all information, reports, or other materials in connection therewith as Buyer may reasonably request. When Seller Quality and Delivery performance data is provided by Buyer and Buyer has deemed improvement activity is necessary, Seller agrees to work with Buyer to develop and implement processes designed to improve Seller's performance. Seller shall provide Buyer with sufficient detail to allow Buyer to evaluate the progress, as requested.

Compliance with Laws, U.S. Export Controls

In performing work under this Order, Seller and its subcontractors will comply with all applicable federal, state, and local laws, and the rules and regulations of any governmental authority. This includes strict compliance with all applicable export control laws and regulations of the United States and all applicable trade regulations under U.S., foreign or other relevant jurisdictions. Buyer reserves the right to cancel any Order without penalty or liability to Buyer in the event Seller's performance under this Order does not comply with such laws, rules and regulations. Seller will defend, indemnify and hold Buyer harmless for any non-compliance by Seller or its subcontractors.

Mandatory Flow Downs

Seller and its subcontractors will comply with all mandatory flow down clauses, whether pursuant to a U.S. government contract or otherwise, applicable to Buyer for Goods that are the subject of this Order. The clauses that are incorporated by reference for orders under U.S. government contracts are specified in Schedule A hereto.

Assignment, Subcontracting

Seller may not assign its rights or obligations under this Order either voluntarily or by operation of law without the prior written consent of Buyer. Seller may not subcontract all or any substantial part of this Order without the prior written consent of Buyer. Any consent of Buyer will not relieve Seller of its contractual obligations under this Order.

Applicable Law, Disputes

The interpretation of this Order and the rights and obligations of the parties hereto will be construed and governed by the laws enacted in the state of Washington, except that Washington's choice of law rules will not be invoked for the purpose of applying the law of another jurisdiction. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Order. The parties agree that, in any effort to enforce the terms and obligations hereunder, the complaining party will first notify the other party in writing of the alleged dispute and the parties will attempt in good faith to resolve the dispute through prompt discussion and meeting between representatives having decision-making authority regarding the dispute. If the dispute is not resolved by the 30th day after a written



notice of the dispute was first made, the complaining party may seek appropriate legal action provided that either party may seek preliminary injunctive or other equitable relief at any time to prevent irreparable harm. The parties agree to personal jurisdiction in the state and federal courts in the state of Washington, Snohomish County.

Cumulative Remedies, Set Off

All of Buyer's rights and remedies under this Order or at law are cumulative and non-exclusive. Payment to Seller under this Order is subject to set-off or recoupment for any present or future claims that Buyer or its affiliates may have against Seller or its affiliates.

Limitation of Buyer's Liability

Any liability of Buyer for any breach of any term or condition imposed upon it, whether such term or condition is contained in this Order or otherwise, will not exceed the purchase price for the Goods directly involved in the alleged breach. Buyer will not under any circumstances be liable for consequential or incidental damages.

Ceiling Prices and Excess Profits

By accepting this Order Seller affirms that the prices charged and to be payable hereunder are not and will not be in excess of applicable price ceilings, if any, established by cognizant government agencies. Seller agrees to comply and to be bound by all applicable laws and governmental regulations relating to the renegotiations of prices and excess profits. Buyer shall have no liability to Seller due to price reductions or refunds made or required to be made pursuant to any such law or regulation.

Environmental Policy

Buyer is committed to managing its operations in a manner that is environmentally responsible, and that protects the current and future environmental interest of the community within which it operates. The Seller warrants and the Seller will:

- (1) Maintain compliance with all federal, state and local environmental laws and regulations;
- (2) Seek to eliminate and/or reduce environmental pollution that may be attributed to the Seller's operation;
- (3) Maintain an environment, health and safety management system ("EMS") appropriate for its business throughout the performance of this Order.
- (4) Seller shall convey the requirements of this clause to its suppliers.

Code of Basic Working Conditions and Human Rights

Buyer is committed to providing a safe and secure working environment and the protection and advancement of basic human rights in its operations. Any material violation by Seller of applicable laws relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, of the countries in which Seller is performing work under this Order may be considered a material breach of this Order for which Buyer may elect to cancel any open Orders between Buyer and Seller, for cause, in accordance with the provisions of this Order, or exercise any other right of Buyer for an Event of Default under this Order. Seller shall include the substance of this clause, including this flowdown requirement, in all subcontracts awarded by Seller for work under this Order.



Code of Conduct

Seller shall comply with the following code of conduct:

- (1) Personal discounts or other benefits including but not limited to gifts, loans, bribes, kickbacks, and entertainment not available to the public or all employees of Buyer shall not be offered to any employees of Buyer by Seller
- (2) Doing business with companies owned or managed by family members or close friends of any employees of Buyer is strictly prohibited unless the relationship is disclosed in advance to those involved in making the decision
- (3) If Seller deals with foreign countries or foreign suppliers, Seller must make sure it understands and follows all laws and regulations regarding import and export compliance, boycotts, and embargoes.
- (4) Using, or conveying to others, any material information learned about Buyer or other companies that would reasonably be expected to affect the price of a security or would influence a reasonable person's decision to buy or sell a security if disclosed before it is made public, is prohibited and may be in violation of insider trading laws.
- (5) If Seller becomes aware of any unethical behavior of Buyer, Seller must promptly disclose the situation in writing to an officer of Buyer's company.

Additionally, seller shall ensure employees are aware of their contribution to product or service conformity and product safety and the importance of ethical behavior.

Publicity

Without Buyer's prior written approval, Seller shall not, and shall require that its subcontractors or suppliers shall not, release any publicity, advertisement, news release or denial or confirmation of the same, regarding any Order, Goods, Services, or the program to which they pertain. Seller shall be liable to Buyer for any breach of such obligation by any subcontractor or supplier.

Equal Employment Opportunity

The Seller and Seller's subcontractors shall abide by the requirements of 41 CFR §§ 60.300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veterans status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

Entire Agreement

This Order, and any long term agreement under which this Order is issued, if one exists, constitutes the entire agreement between the Parties and with respect to the subject matter herein and therein and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings, and all other communications between the Parties. No waiver, alteration, modification of or addition to this Order will be binding unless expressly agreed to in writing and signed by duly authorized representatives of Buyer and Seller. A waiver of any of the terms and conditions hereof will not be deemed a continuing waiver, but will apply solely to the instance to which the waiver is directed.

Boeing TMX Only

The INCOTERMS 2000 for all orders from Buyer will be Free on Board (FOB) if by ocean and Delivery Duty Unpaid (DDU); otherwise, Boeing will pay for freight per Boeing's standard routing



Supplier Terms and Conditions

Revision 10/2/17	Page 8 of 11
---------------------	-----------------

instructions. When Buyer's order requests delivery outside the United States of America, the Import of Record will be the Buyer placing the order. Title and risk of loss shall pass at place of shipment (i.e. for orders shipped directly from a mill, title and risk of loss shall pass when Boeing, or its designee, assume control of the Material; for orders shipped from Boeing, or Boeing's service provider, title and risk of loss shall pass at Boeing, or Boeing's service provider's shipping dock and Buyer will maintain adequate insurance to cover shipments at the time title and risk of loss transfer to Buyer).



Supplier Terms and Conditions

Revision 10/2/17	Page 9 of 11
---------------------	-----------------

Schedule A

Clauses incorporated by reference for orders under US Government Contracts.

The following clauses from the Federal Acquisition Regulation ("FAR") and the Department of Defense FAR Supplement ("DFARS") are applicable to and incorporated by reference into all purchase orders ("Order") issued by Buyer for non-commercial items, see FAR 2.101, in which the ultimate purchaser or end user is the United States Government or any instrumentality thereof. The following clauses shall have the same force and effect as if set forth below in full text. The dates of these clauses are the dates in effect as of the date of the Order issued by Buyer. Seller agrees to flow down, as required, all applicable FAR and DFARS clauses as such are in effect as of the date of the Order. Seller further agrees that all notifications and other communications required by these clauses shall be made through Buyer's Purchasing Representative, unless the Order specifically provides otherwise. Except as noted below, the following changes to the FAR and DFARS clauses are made for incorporation of these clauses into the Order in order to make the context of these clauses reflect the contractual relationship between Buyer and Seller: "Contractor" or "prime contractor" or "Offeror" shall mean "Seller". "Government" shall mean "Buyer". "Contracting Officer" shall mean "Buyer's Purchasing Representative". "Contract" or "Schedule" shall mean the Order(s) issued by Buyer to Seller. Provided, however, that the terms "Government" and "Contracting Officer" do not change (1) when a right, act, authorization or obligation can be granted or performed only by the Government or its duly authorized representative; (2) when title to a property is to be transferred directly to the Government; (3) with regard to FAR 52.203-6, 52.227-1 and 52.227-2; and (4) where specifically modified as noted below:

FAR	TITLE	FAR	TITLE
15.80-4 52.203-3 52.203-5 52.203-6	Certificate of Current Cost or Pricing Data Gratuities Covenant Against Contingent Fees Restrictions on Subcontractor Sales to the Government (applicable if Order exceeds simplified acquisition threshold)	52.215-2	Audit and Records-Negotiation [applicable if Order exceeds simplified acquisition threshold; the term "Contracting Officer" in (b), (c), and (e) means the Government's Contracting Officer]
52.203-7	Anti-Kickback Procedures [applicable if Order exceeds \$100,000; omit (c)(1)]	52.215-10	Price Reduction for Defective Cost or Pricing Data [applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); in (d) "United States" means Buyer; Seller certification and indemnification applies]
52.203-8	Cancellation, Rescission and Recover of Funds for Illegal or Improper Activity	52.215-11	Price Reduction for Defective Cost or Pricing Data-Modifications [applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); in (e) "United States" means Buyer; Seller certification and indemnification applies]
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity [in (c) "prime contractor" means Seller]	52.215-12	Subcontractor Cost or Pricing Data [applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); Seller certification and indemnification applies]
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	52.215-13	Subcontractor Cost or Pricing Data—Modifications [applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); Seller certification and indemnification applies]
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (applicable if Order exceeds \$100,000; Seller shall submit referenced certification to Buyer as reasonably requested)	52.215-14	Integrity of Unit Prices [applicable if Order exceeds simplified acquisition threshold; omit (b)]
52.203-13	Code of Business Ethics and Conduct (applicable if Order exceeds \$5 million and performance period exceeds 120 days)	52.215-15	Pension Adjustments and Asset Reversions (applicable if cost or pricing data required, or preaward or postaward cost determination subject to FAR Part 31)
52.203-14	Display of Hotline Poster(s) (applicable if Order exceeds \$5 million and performance period exceeds 120 days)	52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions (applicable if cost or pricing data required, or preaward or postaward cost determination subject to FAR Part 31)
52.204-2 52.208-1	Security Requirements (omit c) Required Sources for Jewel Bearings and Related Items	52.215-19	Notification of Ownership Changes (applicable if cost or pricing data required, or preaward or postaward cost determination subject to FAR Part 31.2)
52.208-7000	Required Sources for Miniature and Instrumental Ball Bearings	52.215-23	Price Reduction for Defective Cost or Pricing Data Modifications
52.208-7001	Required Sources for Precision Components and Mechanical Time Devices	52.215-25	Subcontractor Cost or Pricing Data-Modifications
52.210-5	New Material	52.217-6	Option for Increased Quantity ("Schedule" means Order; written notice within reasonable time determined by Buyer)
52.211-5	Material Requirements	52.217-7	Option for Increased Quantity—Separately Priced Line Item ("Schedule" means Order; written notice within reasonable time determined by Buyer)
52.211-15	Defense Priority and Allocation Requirements	52.219-8	Utilization of Small Business Concerns
52.212-8	Priorities, Allocations and Allotments	52.219-9	Small Business Subcontracting Plan (applicable if Seller is other than a small business or Order is more than \$550,000)
52.214-26	Audit and Records—Sealed Bidding [applicable if Order exceeds the threshold in FAR 15.403-4(a)(1)]	52.219-13	Utilization of Women-Owned Small Business
52.214-27	Price Reduction for Defective Cost or Pricing Data—Modifications—Sealed Bidding [applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); in (e) "United States" means Buyer; Seller shall submit certification to Buyer as reasonably requested, and indemnify and hold Buyer harmless for all loss, damage and expense resulting from Seller's failure to comply ("Seller certification and indemnification")]	52.220-3	Utilization of Labor Surplus Area Concerns
52.214-28	Subcontractor Cost or Pricing Data-Modifications-Sealed Bidding [applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); Seller certification and indemnification applies]	52.222-1	Notice to the Government of Labor Disputes
52.215-1	Examination of Records by Comptroller General	52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation (applicable if Order exceeds \$100,000 and is for noncommercial items; Buyer may withhold or recover from Seller amounts withheld from Buyer because of a violation by Seller or any of its subcontractors)



Supplier Terms and Conditions

Cont. FAR	TITLE	FAR	TITLE
52.222-20	Walsh-Healey Public Contracts Act	52.230-2	Cost Accounting Standards [applicable if Order exceeds \$650,000 and Seller is not exempt from CAS under 48 CFR 9903.201-1; omit (b)]
52.222-21	Certification of Non-Segregated Facilities		
52.222-26	Equal Opportunity [omit (a) and (d)]	52.230-3	Disclosure and Consistency of Cost Accounting Practices (applicable if Order exceeds \$650,000 and Seller is not exempt from CAS under 48 CFR 9903.201-1; omit (b))
52.222-35	Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (applicable if Order exceeds \$100,000)		
	Affirmative Action for Workers with Disabilities	52.230-6	Administration of Cost Accounting Standards (applicable if Order exceeds \$650,000 and Seller is not exempt from CAS under 48 CFR 9903.201-1; CFAO means Buyer's Purchasing Representative)
52.222-36	Employment Reports on Special Disabled Veterans (applicable if Order exceeds \$100,000)		
52.222-37	Notification of Employee Rights Concerning	52.232-17	Interest
52.222-39	Payment of Union Dues or Fees (applicable if Order exceeds simplified acquisition threshold)	52.233-1	Disputes
	Combating Trafficking in Persons	52.233-3	Protest After Award [in (f) omit the phrase "and pursuant to the requirements of Subpart 32.6"]
52.222-50	Employment Eligibility Verification (applicable if Buyer's contract with its customer flows down this provision to Buyer)	52.234-1	Industrial Resources Developed under Defense Production Act Title III
52.222-54	Clean Air and Water		
52.223-2	Hazardous Material Identification and Material Safety Data	52.242-13	Bankruptcy
52.223-3	Notice of Radioactive Materials (insert 90 days)	52.242-15	Stop Work Order
	Ozone-Depleting Substances	52.242-17	Government Delay of Work
52.223-7	Toxic Chemical Release Reporting [applicable if Order exceeds \$100,000; omit (e)]	52.244-6	Subcontracts for Commercial Items
52.223-11	Encouraging Contractor Policies to Ban Text Messaging While Driving	52.245-1	Government Property
52.223-14	Messaging While Driving	52.246-2	Inspection of Supplies—Fixed Price
52.223-18	Buy American Act--Supplies ("domestic end products" to include items ordered hereunder, whether or not end products themselves)	52.246-16	Responsibility for Supplies
52.225-1	Buy American Act—Balance of Payments Program Certificate (Seller shall submit certification to Buyer as reasonably requested)	52.246-17	Warranty of Supplies of a Noncomplex Nature
	Buy American Act—Free Trade Agreement—Israeli Trade Act	52.246-18	Warranty of Supplies of a Complex Nature
52.225-2	Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate (Seller shall submit certification to Buyer as requested)	52.247-63	Preference for U.S. Flag Air Carriers
52.225-3	Trade Agreements	52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels [in (c)(1) "subcontractor" means Seller]
52.225-4	Trade Agreements Certificate (Seller shall submit certification to Buyer as reasonably requested)	52.248-1	Termination for Convenience of the Government (Fixed Price)
52.225-5	Duty-Free Entry [in (c)(1) change "20 calendar days" to "30 calendar days"; in (c)(2) change "10 calendar days" to "20 calendar days"; in (f) "Government" means the U.S. Government]	52.249-2	Default (Fixed Price Supply and Service)
52.225-6	Duty Free Entry	52.249-8	
52.225-8	Certain Communist Areas		
52.225-10	Restrictions on Certain Foreign Purchases		
52.225-11	Preference for Domestic Specialty Metals		
52.225-13	Authorization and Consent (applicable if Order exceeds simplified acquisition threshold)		
52.225-7011	Notice and Assistance Regarding Patent and Copyright Infringement (applicable if Order exceeds simplified acquisition threshold)		
52.227-1	Patent Indemnity		
52.227-2	Refund of Royalties		
52.227-3	Filing of Patent Applications—Classified Subject Matter		
52.227-9	Patent Rights—Ownership by the Contractor		
52.227-10	Patent Rights—Ownership by the Government		
52.227-11	Rights in Data-General [in (b) "Government" means the U.S. Government; in (c)(1) and (e) "contracting officer" means the Government's Contracting Officer]		
52.227-13	Additional Data Requirements		
52.227-14	Data Requirements		
52.227-16	Federal, State, and Local Taxes		
52.227-7031			
52.229-3			



Supplier Terms and Conditions

DFAR	TITLE
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (applicable if Order exceeds simplified acquisition threshold and Buyer is prime contractor to the Government)
252.204-7000	Disclosure of Information (change "45 days" to "60 days")
252.211-7000	Acquisition Streamlining (applicable if Order exceeds \$1 million)
252.211-7003	Item Identification and Valuation
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)
252.219-7004	Small Business Subcontracting Plan (Test Program)
252.223-7001	Hazard Warning Labels
252.225-7000	Buy American Act Balance of Payments Program—Certificate [in (b) "Government" means the U.S. Government; "end products" shall include the items delivered hereunder; Seller shall submit certification to Buyer as reasonably requested]
252.225-7001	Buy American Act Balance of Payments Program ("domestic end products" to include items ordered hereunder, whether or not end products themselves; Seller shall submit certification to Buyer as reasonably requested)
252.225-7003	Preference for Domestic Specialty Metals
252.225-7008	Preference for Domestic Specialty Metals
252.225-7009	Preference for Domestic Specialty Metals
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty Free Entry
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7020	Trade Agreements Certificate (Seller shall submit certification to Buyer as reasonably requested)
252.225-7021	Trade Agreements Certificate (Seller shall submit certification to Buyer as reasonably requested)
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
252.225-7035	Buy American Act—Free Trade Agreements—Balance of Payments Program Certificate (Alternate I applies if in prime contract; Seller shall submit certification to Buyer as reasonably requested)
252.225-7036	Buy American Act—Free Trade Agreements—Balance of Payments Program (Alternate I applies if in prime contract)
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, & Native Hawaiian Small Business Concerns (applicable if Order exceeds \$500,000)
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
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
252.247-7023	Transportation of Supplies by Sea (applicable if Order exceeds simplified acquisition threshold)
252.247-7024	Notification of Transportation of Supplies by Sea
252.249-7002	Notification of Anticipated Contract Termination or Reduction [applicable if Order exceeds \$100,000; omit (d)(1) and the first five words of (d)(2)]