

**GEAR MANUFACTURING INC (GMI)**  
**PURCHASE ORDER TERMS AND CONDITIONS-FIXED PRICE CONTRACT**  
**EFFECTIVE JULY 09, 2018.**

1. **DEFINITIONS.** As used in these Terms and Conditions: "Buyer" means Gear Manufacturing Inc; "Purchasing Representative" means Buyer's authorized representative whose name appears on the face of an Order; "Order" means this purchase order or any written order issued by Gear Manufacturing Inc which incorporates these terms and conditions; "Seller" means the person(s) or company to whom an Order is issued; "FAR" means the Federal Acquisition Regulations (Title 48 CFR Chapter 1) and "DFARS" means the Department of Defense FAR Supplement (Title 48 CFR Chapter 2) and "ITAR" means the International Traffic In Arms Regulations (Title 22 CFR 120-130) in effect on the date of this Order unless a revision date is specified.

2. **ACCEPTANCE AND AGREEMENT.** These terms and conditions apply to, and are agreed to be incorporated in, any Order issued by Buyer to Seller. An Order becomes a binding contract, including all terms and conditions that appear in the Order, in these Purchase Order Terms and Conditions, and in documents incorporated by reference, either upon acknowledgement in writing or commencement of performance. The Order, including these terms, supersedes all prior written or oral communications and is the sole and exclusive statement of the agreement between Buyer and Seller. It is not subject to variation, regardless of the wording of any purported acceptance by Seller, unless stated in a written agreement signed by Buyer's Purchasing Representative. Any additional or different terms appearing in Seller's acceptance are hereby expressly rejected.

2.1. **RIGHT OF ENTRY.** Receipt of this purchase order allows Buyer, its customers, special interested parties and/or regulatory agencies the right of entry to verify product quality and documentation.

3. **PACKING AND SHIPPING.** Seller shall pack, mark and ship all goods in accordance with specific requirements of an Order, and in a manner which complies with transportation regulations and good commercial practice for protection and shipment of goods. No separate or additional charge is payable by Buyer for containers or any other aspect of packing and shipping to the F.O.B. Point unless specifically stated in an Order. Seller shall mark the number of an Order on each container and include a packing slip with each shipment, listing Order and line item numbers.

4. **DELIVERY.** Unless otherwise stated on the face of an Order, delivery shall be to Buyer's facility (F.O.B Destination). Time is of the essence in the performance of an Order. Delivery shall be in strict accordance with the schedule and quantity specified in an Order. ***Seller is on notice that delays in delivery may result in damages assessments including price reduction under Buyer's prime contracts; Seller shall be liable for any such assessments or price reductions.*** Seller shall not ship to arrive earlier than 7 days in advance of the specified schedule unless authorized in writing. Buyer may return goods at Seller's expense or payment may be deferred until the date payment would become due according to the specified schedule.

5. **NOTICE OF LATE DELIVERY.** If it appears Seller will not meet schedule or if Seller's deliveries fail to meet the schedule, then in addition to any other right or remedy that Buyer has under law or this Order, Buyer may require Seller to ship via expedited means at Seller's expense. If Seller's delay is due to causes beyond Seller's control and without Seller's fault or negligence, and if Seller has exercised due diligence by promptly notifying Buyer in writing of the conditions which will result in delay, then Seller shall not be liable for delay. If Seller's delay is caused by the default of a subcontractor or supplier, and such default arises out of causes beyond the control of both Seller and its subcontractor or supplier, and without the fault or negligence of either of them, and if the supplies or services to be furnished by Seller's subcontractor or supplier are not obtainable from another source in sufficient time to permit Seller to meet the required schedule, Seller shall have no

liability for delay. Notification of delay pursuant to this clause shall not constitute a waiver of any of Seller's other obligations nor a waiver by Buyer of any right under an Order.

**6. INVOICES AND PAYMENT.** Upon Buyer's receipt of a proper invoice, Seller will be paid the price stated in an Order for supplies delivered and accepted, or services rendered and accepted, less deductions if any as provided by the Order. Cash discounts are determined by receipt date of supplies or services, or of a proper invoice, whichever is later. Payment is subject to setoff of any claim of Buyer against Seller, arising from this or any other transaction.

**7. INSPECTION AND ACCEPTANCE.** Seller shall maintain a quality control system consistent with good commercial practice, unless a specific system of quality control or other standard of quality is specified in an Order or document incorporated by reference. All materials, articles, work or services performed by Seller shall be made available for inspection or test at Seller's plant or that of Seller's subcontractor by authorized representatives of Buyer or Buyer's customer, or both. No inspection or test prior to final inspection and acceptance shall relieve Seller from responsibility for defects or other failure to meet the requirements of an Order. All materials, articles, work or services shall be subject to final inspection and acceptance by Buyer after delivery to destination, notwithstanding prior payment. Acceptance shall not be final with respect to latent defects, fraud, or such gross mistakes as amount to fraud, or as to Seller's warranty obligations.

**7.1. REPAIR.** Under no circumstances shall a Seller or a Seller's sub-tier perform any repair without specific written authorization from the Buyer.

**8. WARRANTY.** Seller warrants that all materials, articles, work and services furnished will be free from defects in material and workmanship will conform to all applicable specifications, drawings, samples and descriptions, that goods of Seller's design or selection will be free from design defects, and that the goods will be fit for their intended use. Seller warrants that all items or components supplied under an Order shall be new, that is, not used or reconditioned. All warranties and guarantees shall run to Buyer and Buyer's customers, for a period of 18 months after final acceptance by Buyer, or 12 months after the item in which Seller's goods are incorporated is accepted by Buyer's customer, whichever is later. Seller agrees to repair or replace at its cost any item which does not conform to this warranty, as Buyer directs. These warranties are in addition to any standard warranty or guarantee of Seller, and any warranty and related remedy otherwise created by operation of law.

**9. INDEMNITY REGARDING INTELLECTUAL PROPERTY.** Seller agrees to indemnify and hold harmless Buyer and its successors, assigns or customers from any expense (including attorney's fees and costs), or loss, damage or liability, on account of any infringement or claim of infringement of any United States or foreign patent, copyright or trademark, arising out of or resulting from the sale or use of the materials, articles or services supplied by Seller. Seller also agrees at its own expense to defend any actions, lawsuits or claims in which such infringement is alleged, provided that Seller has first been notified as to the existence of such action, lawsuit or claim.

**10. CHANGES.** This Order may not be changed except by written modification signed by Purchasing Representative. Buyer may at anytime by written notice and without notice to sureties, make changes in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of packing or shipment; (iii) place of inspection, acceptance or point of delivery; (iv) delivery schedule. Should any such change cause an increase or decrease in the cost of or time required for performance of an Order, an equitable adjustment shall be negotiated and the Order shall be modified accordingly. If no agreement is

reached, the equitable adjustment due shall be resolved pursuant to the "Disputes" clause below. Any claim by Seller for such adjustment shall be submitted to Buyer in writing within 15 days of Buyer's written notice of such change. If not submitted within 15 days, the claim is waived. Seller must proceed without delay in performing the Order as changed, even if a "Dispute" is pending and not resolved.

#### 11. **TERMINATION/CANCELLATION/STOP WORK.**

- a. **Termination for Convenience.** The performance of work under an Order may terminated be whole or in part by Buyer for Buyer's convenience, at any time and without regard to whether Buyer's contract with its customer may have been terminated. The rights, duties and obligations of the parties including compensation to be paid to Seller shall be in accordance with FAR Subparts 49.1 and 49.2 as if Buyer was in the position of the Government, Buyer's Purchasing Representative was the Termination Contracting Officer, and Seller was in the position of Contractor, as those terms are used in those FAR subparts.
- b. **Termination for Default.** Buyer may, by written notice to Seller, terminate this Order
- c. **Stop Work.** By written notice Buyer may require Seller to stop work for a period not exceed 90 days in accordance with the clause at FAR 52.242-15 "Stop Work Order (Aug 1989)", incorporated by reference and altered to insert "Buyer" and "Buyers Purchasing Representative" for "Government Officer", and to substitute "Seller" for "Contractor."

12. **DISPUTES.** If Buyer's contract with its customer contains a "Disputes" clause or procedure, any claim or demand by Seller which derives or results in any way from an act or omission of Buyer's customer which is not resolved by agreement may, at Buyer's election, be submitted for resolution pursuant to the customer contract "Disputes" clause. In that event, Seller's sole remedy will be the "Disputes" procedure in Buyer's contract with its customer, and Seller's recovery is limited to the amount if any recovered from Buyer's customer on Seller's behalf. Pending resolution, Seller shall not take any another action, including but not limited to pursuit of independent litigation with respect to any claim or demand, pending final determination under Buyer's prime contract "Disputes" provision. Seller shall not be entitled to receive from Buyer any amount greater than Buyer actually receives from Buyer's customer on account of Seller's claim, less any markups and costs incurred by Buyer. All claims and disputes between Buyer and Seller not originating with acts or omissions of Buyer's customer and not settled by mutual agreement, shall be decided by arbitration conducted in accordance with California Code of Civil Procedure Part III, Title 9 (excluding Section 1283.05). The arbitration proceeding shall be conducted in Orange County, California by a single arbitrator agreed upon by the parties or appointed pursuant to California Code of Civil Procedure Section 1281.6. This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law. Except to the extent that Federal law may apply to the interpretation of FAR and DFARS clauses incorporated herein, this contract shall be governed by and construed in accordance with the laws of the State of California.

13. **ASSIGNMENTS AND SUBCONTRACTING.** Seller may not assign an Order or any portion thereof without the written consent of Buyer. Seller agrees to obtain Buyer's written approval before subcontracting performance of an Order or any substantial portion thereof. Buyer's approval of any such subcontractor shall not relieve Seller from any obligations imposed by these terms.

##### 13.1. **SUB-TIER CONTROL.**

The Seller shall be responsible for flow down of all the requirements and the provisions of Buyer's purchase order applicable to the Seller's subcontractors.

14. **COMPLIANCE WITH LAWS AND REGULATIONS.** Seller warrants that Seller's performance of an Order shall comply with all federal, state and local laws and regulations.

15. **TAXES.** Unless otherwise specified in writing on the face of an Order, the prices stated include all applicable state, federal and local taxes.

16. **DRAWINGS, SPECIFICATIONS, INTELLECTUAL PROPERTY AND TECHNICAL DATA**  
The ideas, information, designs, drawings, specifications and any other data or business and manufacturing information supplied by Buyer shall remain Buyer's property. Such data shall be retained in confidence by Seller and shall not be disclosed to any other person or entity, and shall not be used or incorporated into any product or item that is manufactured for or supplied to anyone other than Buyer. Seller shall not use any Buyer's part number for any purpose other than performance of this Order.

17. **BUYER'S PROPERTY.** All tools, dies, jigs, patterns, equipment, material, industrial property or other items purchased, furnished, charged to or paid for by Buyer and any replacement thereof, shall remain the property of Buyer. Such property shall be plainly marked to evidence that it is Buyer's property and shall be stored safely apart from Seller's other property. Seller shall not substitute other property for Buyer's property and shall not use such property except to fill Buyer's orders. Seller shall hold such property at its own risk and upon Buyer's written request shall return the property to Buyer at its expense in the same condition as originally received, reasonable wear and tear excepted.

18. **REMEDIES AND NON-WAIVER.** The remedies reserved to Buyer by these terms are not exclusive and shall be cumulative and in addition to any other right or remedy provided by law or equity. No waiver of a breach, or a failure to enforce any provision of an Order, shall constitute a waiver of any subsequent breach or of any other provision. If any provision of an Order is void or becomes void or unenforceable, by operation of law, all other provisions shall remain in full force and effect.

19. **ADDITIONAL GOODS GUARANTEE.** As part of the consideration for this Order, Seller agrees that it will accept future orders for additional quantities of the goods procured by this Order. If Seller plans to discontinue the sale of the goods purchased by this Order, Seller shall so notify Buyer no less than one year prior to any such discontinuance.

20. **COST OR PRICING DATA INDEMNITY.** If Seller submitted cost or pricing data as defined at FAR 15.401, as part of the process of award of this Order, or if Seller submits such data in connection with any change order or other modification, Seller acknowledges that it is aware of Buyer's potential liability to the Government or to Buyer's customer if the ultimate customer is the Government, in the event that any of Seller's data were not current, complete or accurate. Seller warrants that all cost or pricing data submitted including data obtained from its subcontractors or suppliers, shall be complete, accurate and current at the time of agreement between Buyer and Seller to the price of this Order or of any modification. Seller agrees to indemnify and save Buyer harmless from any and all loss and expense (including the total of any reduction to Buyer's prime contract or higher-tier subcontract price) and attorneys' fees caused by any reach of this warranty.

21. **ANTI-KICKBACK COVENANT AND PROHIBITION OF GIFTS AND GRATUITIES.** If a Government contract number appears on the face of an Order or if Seller otherwise knows or should know that an Order is in furtherance of a Federal Government contract, it is subject to the Anti-Kickback Act of 1986 (41 U.S.C. Sec. 51-58) and implementing regulations and prime contract clauses. Seller shall be

strictly prohibited from providing or attempting to provide, or offering to provide, any money, fee, commission, credit, gift, gratuity, thing of value or compensation of any kind directly or indirectly to Buyer or any of its employees or other subcontractors, for the purpose of improperly obtaining any Order from Buyer, or for rewarding favorable treatment in connection with any Order between Buyer and Seller. Seller agrees to report promptly to Buyer's Chief Executive Officer any solicitation or request for a kickback. Seller's breach of the foregoing prohibition or of the obligation to report shall be considered a material breach of this Order and any other order or contracts between Buyer and Seller.

**22. PROHIBITION OF GRATUITIES TO BUYER'S PERSONNEL.** This Order serves as notice to Seller that Buyer's personnel owe complete loyalty to Buyer and are forbidden to accept money or things of value from any supplier of goods, materials or services to Buyer, regardless whether such acceptance would constitute an act prohibited by Anti-Kickback laws and regulations. Seller for itself and its principal owners, shareholders, and officers warrants and represents that no employee of Buyer has any financial interest in Seller except such as has been disclosed in writing to Buyer's Chief Executive Officer. Further, Seller has not and will not give anything of value to any employee of Buyer, except promotional or commemorative items having a value of less than \$25, and food and refreshments served during business meetings. Breach of the foregoing warranty and covenant shall entitle Buyer, in addition to any other rights and remedies, immediately to terminate for default any and all Orders to Seller existing at the time that Buyer learns of any such breach, and regardless of when such breach occurred.

### **23. Export / Import Compliance**

Supplier's and their sub-tier suppliers as applicable, shall comply with all export-import control laws and regulations including, but not limited to, the U.S. Export Administration Regulations (EAR) and the U.S. International Traffic in Arms Regulations (ITAR).

Any supplier who manufactures defense articles or furnishes defense services for GMI is required to register with the U.S. Directorate of Defense Controls per ITAR Part 122.

Follow the link below to register.

<http://www.pmdtdc.state.gov/>

Follow the link below for ITAR Part 122.

[http://www.pmdtdc.state.gov/official\\_itar\\_and\\_amendments.htm](http://www.pmdtdc.state.gov/official_itar_and_amendments.htm)

If the data or product provided under GMI Purchase Order is controlled for US export-import reasons, such data/product will not be further disclosed, exported or transferred in any manner to any other foreign national person (internal or external to the supplier or sub-tier suppliers) or any foreign country contrary to U.S. export-import law.

Supplier is required to notify GMI of part or component status changes in regards to facility, address, and country of origin, export control classification jurisdiction and HTS code.

**24. NON-FOREIGN CERTIFICATION AND REPRESENTATION.** Seller's acceptance of this purchase order or subcontract, confirms that:

- I. it is not a foreign corporation, and
- II. it is not a Representative of a Foreign Interest, and
- III. Seller agrees to immediately notify Buyer of any change in status set forth above.

**25. PARTY PERFORMING WORK AT OTHER PARTY'S FACILITY.** The following applies if a Party is performing contract work at the other Party's facility:

By law, each Party must control access to export controlled technical data within its facilities. Therefore, a Party shall only assign personnel to perform work in the other Party's facilities who are either U.S. citizens or who have been granted Permanent Resident Alien status in the U.S. A Party's personnel will be required to furnish documentary evidence of citizenship or immigration status to the other Party's Security Badge and ID Personnel at the time of badge pick-up. Acceptable documentary evidence of citizenship or immigration status includes U.S. Passport, Certificate of U.S. Citizenship, Certificate of Naturalization, certified copy of U.S. Birth Certificate, U.S. Alien Registration Receipt Card with Photo, and unexpired foreign passport with INS-551 stamp of Certificate of Birth Abroad issued by the U.S. Department of State. Nothing in this clause shall be construed as requiring or encouraging violation of the labor laws of the United States, including without limitation, those pertaining to equal employment opportunity.

**26. ITAR COMPLIANCE.** Seller shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. Unless otherwise granted an exemption, Seller shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Seller shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any Government installation, where the foreign person will have access to export-controlled technical data or software. Seller shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions. Lower Tier Subcontracts. Seller shall flow-down ITAR compliance provisions to suppliers and subcontractors in all purchase orders and subcontracts.

**27. INSURANCE.** During the entire Order period Seller and its subcontractors shall, at their sole cost and expense, procure and maintain Workers Compensation insurance coverage as required by the laws of the state in which the work is performed and such insurance shall provide waiver of subrogation against Buyer. All insurance required as a part of this Order shall be placed with insurance companies that are authorized to do business under the laws of the state or states in which the work is being performed and shall be in a form reasonably acceptable to the Buyer. Insurance coverage must be in place and effective prior to commencement of any activity that is subject to this Order. Seller shall also maintain, at its sole cost and expense, General Liability insurance at appropriate levels.

**28. FEDERAL GOVERNMENT CONTRACT PROVISIONS.** If the face of the Order identifies a prime contract with the United States, or if Seller otherwise is advised that the Order is in furtherance of a prime contract with the United States, or of a subcontract under such prime contract, the following provisions of the FAR/DFAR are hereby incorporated by reference and effective on the date of the Government contract. Except as specifically indicated to the contrary below, as used in the following provisions, the term "Contract" means an Order, the terms "contractor" or "offeror" mean Seller, and the terms "Government" and "Contracting Officer" mean Buyer.

## **29. Counterfeit Parts.**

### Disposition and Segregation

Nonconforming parts shall be segregated and dispositioned per this document. Confirmed counterfeit parts shall be prevented from re-entering production.

### Reporting

All occurrences of counterfeit parts shall be documented and reported, as appropriate, to external organizations (i.e. GIDEP, ERAI, law enforcement agencies). Membership and reporting through ERAI (Electronics Retailers Association International) or other industry organizations is strongly encouraged.

#### Liability

Suppliers shall be held liable for any counterfeit parts entering GMI up to and including all costs incurred by GMI resulting from the counterfeit parts(s).

### **30. Reach Regulation, Substance of very high concern (SVHC).**

Supplier shall bear full responsibility for continuous monitoring of the publication and updates of the European Chemicals Agency list of Substances of Very High Concern ("SVHC") (viewable <http://echa.europa.eu/web/guest/candidate-list-table>) and immediately notify Buyer [GMI] if the delivered Goods contain SVHCs > 0.1% by weight or substances restricted under Annex XVII of REACH. The notification that Goods contain SVHCs shall include the name and weight of the substance(s) and the weight percentage present, if > 0.1% by weight of the delivered Good. The presence of SVHCs < 0.1% by weight of the delivered Goods does not need to be reported. Unreported SVHCs present above the threshold or substances restricted under Annex XVII of REACH, may result in purchase order cancellation and/or return of Goods.

### **31. Conflict Materials (3T&G).**

Reporting of Conflict Minerals usage in furnished product: The supplier must comply with the reporting requirements of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. More information may be found at [www.sec.gov/news/press/2012/2012-163.htm](http://www.sec.gov/news/press/2012/2012-163.htm). For Conflict Minerals Reporting Template please refer to: <http://www.conflictfreemelter.org/ConflictMineralsReportingTemplateDashboard.htm>

### **32. Business Conduct and Ethics**

The successful business operation and reputation of GMI is built upon the principles of fair dealing and ethical conduct of our employees, suppliers and third party concerns. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as regard for the highest standards of conduct and personal integrity. Suppliers and third party concerns are charged with communicating this Code to their directors, officers and employees, ensuring the understanding of and compliance with the Code, making reasonable efforts to detect and prevent violations of law and the Code, and taking prompt remedial action when required to assure continuing compliance. The continued success of GMI is dependent upon our customer's trust and we are dedicated to preserving that trust. Employees, suppliers and third party concerns owe a duty to the Gear Manufacturing Inc and its customers to act in a way that will merit this continued trust. The use of good judgment, based on high ethical principles, will guide us with respect to lines of acceptable conduct. If a situation does arise where it is difficult to determine the proper course of action, the matter should be discussed openly and if necessary with the Vice President General Manager or President of GMI for advice and consultation.

### **SUPPLEMENTAL TERMS AND CONDITIONS**

FEDERAL ACQUISITION REGULATIONS (FAR), DEPARTMENT OF DEFENCE FAR SUPPLEMENT (DFARS), NATIONAL AERONAUTICS and SPACE ADMINISTRATION (NASA) FAR SUPPLEMENT. The following clauses set forth in the FAR and DFARS as in effect

on the date of this purchase order are incorporated herein by reference. Where necessary to make the clauses applicable to this purchase order, “Contractor” shall mean “Seller,” “Contracting Officer” shall mean “Buyer,” and the “Government” shall mean “Buyer” or the “Government” whenever appearing in the clauses. Seller shall include the following clauses in its lower-tier purchase orders as required. If any of the following FAR or DFARS clauses do not apply to a particular purchase order, such clauses are considered to be self-deleting.

FAR Clauses at <https://www.acquisition.gov/far/>;

and DFARS Clauses at

<http://farsite.hill.af.mil/vfdfar.htm>; and

NASA FAR Supplement Clauses at <http://farsite.hill.af.mil/vfnasa1.htm>

## **1. All Orders**

52.203-3 Gratuities

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity

52.204-2 Security Requirements

52.211-5 Material Requirements

52.215-15 Pension Adjustment and Asset Reversions

52.215-18 Reversions or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions

52.215-19 Notification of Ownership Changes

52.219-8 Utilization of Small Business Concerns

52.222-21 Prohibition of Segregated Facilities

52.222-26 Equal Opportunity

52.222-41 Service Contract Act of 1965, As Amended

52.222-50 Combating Trafficking in Persons

52.223-3 Hazardous Material Identification and Material Safety Data (Alt I applies if this order is for other than DoD)

52.223-7 Notice of Radioactive Materials

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving

52.224-2 Privacy Act (Applicable only if the order requires the design, development, or operation of a system of records subject to the Privacy Act of 1974.)

52.225-1 Buy American Act – Supplies

52.225-3 Buy American Act – Free Trade Agreements – Israeli Trade Act

52.225-5 Trade Agreements

52.225-8 Duty-free Entry

52.225-13 Restrictions on Certain Foreign Purchases

52.227-1 Authorization and Consent

52.227-9 Refund of Royalties

52.227-10 Filing of Patent Applications - Classified Subject Matter

52.227-11 Patent Rights – Ownership by the Contractor (references to “Government”, “Contracting Officer” and “Contractor” as contained in this clause remain unchanged)

52.227-14 Rights in Data –General

52.229-3 Federal, State, and Local Taxes

52.233-3 Protest After Award

52.234-1 Industrial Resources Developed Under Defense Production



Act Title III

52.236-13 Accident Prevention

52.244-6 Subcontracts for Commercial Items

52.245-1, Alt. I Government Property

52.245-9 Use and Charges

52.246-2 Inspection of Supplies – Fixed Price

52.246-16 Responsibility for Supplies

52.247-63 Preference for U.S. Flag Air Carriers

52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels

52.249-2 Termination for Convenience of the Government (Fixed-Price)

52.249-8 Default (Fixed-Price Supply and Service)

252.204-7000 Disclosure of Information

252.204-7008 Export-Controlled Items

252.222-7000 Restrictions On Employment of Personnel

252.223-7006

252.223-7008

Prohibition on Storage and Disposal of Toxic and Hazardous Materials

Prohibition of Hexavalent Chromium

252.225-7001 Buy American Act and Balance of Payments Program

252.225-7007 Prohibition on Acquisition of United States Items From Communist Chinese Military Companies

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals

252.225-7013 Duty-Free Entry

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings

252.225-7021 Trade Agreements

252.225-7025 Restrictions 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

252.225-7036 Buy American Act – Free Trade Agreements – Balance of Payments Program

252.227-7013 Rights in Technical Data - Noncommercial Items (the term “Government” shall remain throughout this clause, the term “Contracting Officer” shall mean both “Contracting Officer and Buyer”)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (the term “Government” shall remain throughout this clause, the term “Contracting Officer” shall mean both “Contracting Officer and Buyer”)

252.227-7015 Technical Data - Commercial Items

252.227-7016 Rights in Bid or Proposal Information

252.227-7019 Validation of Asserted Restrictions - Computer Software

252.227-7025 Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends

252.227-7030 Technical Data - Withholding of Payment

252.227-7037 Validation of Restrictive Markings of Technical Data (the terms throughout this clause shall remain unchanged)

252.228-7001 Ground and Flight Risk  
252.228-7005 Accident Reporting and Investigation Involving Aircraft,  
Missiles and Space Launch Vehicles  
252.246-7001, Alt I Warranty of Data  
252.246-7003 Notification of Potential Safety Issues  
252.247-7023 Transportation of Supplies by Sea (paragraphs (a) through (e)  
apply to all orders; all paragraphs apply to transactions greater  
than \$100,000)  
252.247-7024 Notification of Transportation of Supplies by Sea

**2. All Orders of \$3,000 or Greater**

52.222-54 Employment Eligibility Verification  
52.223-18 Contractor Policy to Ban Text Messaging While Driving

**3. All Orders Greater than \$10,000**

52.222-40 Notification of Employee Rights Under the National  
Labor Relations Act

**4. All Orders Greater than \$15,000**

52.222-20 Walsh-Healey Public Contracts Act  
52.222-36 Affirmative Action for Workers With Disabilities

**5. All Orders of \$25,000 or Above**

52.204-10 Reporting Executive Compensation and First-Tier  
Subcontract Awards

**6. All Orders of \$25,000 or Greater (Greater than \$30,000 if Prime Contract dated on or after  
September 28, 2006.)**

52.209-6 Protecting the Government's Interest When  
Subcontracting With Contractors Debarred, Suspended,  
or Proposed for Debarment

**7. All Orders of \$50,000 or Greater**

52.211-15 Defense Priority and Allocation Requirements

**8. All Orders of \$100,000 or Greater**

52.203-6 Restrictions on Subcontractor Sales to the Government  
52.203-7 Anti-Kickback Procedures  
52.203-11 Certification and Disclosure Regarding Payments to  
Influence Certain Federal Transactions  
52.203-12 Limitation on Payments to Influence Certain Federal  
Transactions  
52.215-2 Audit and Records – Negotiation  
52.215-14 Integrity of Unit Prices (except for paragraph (b) of this  
clause)  
52.219-8 Utilization of Small Business Concerns  
52.222-4 Contract Work Hours and Safety Standards Act –  
Overtime Compensation  
52.222-35 Equal Opportunity for Veterans  
52.222-37 Employment Reports on Special Veterans

52.223-14 Toxic Chemical Release Reporting  
52.227-2 Notice and Assistance Regarding Patent and Copyright  
Infringement  
52.248-1 Value Engineering  
252.203-7001 Prohibition on Persons Convicted of Fraud or Other  
Defense-Contract-Related Felonies  
252.249-7002 Notification of Anticipated Contract Termination or  
Reduction

**9. NASA FAR Supplement Clauses (applicable under NASA contracts)**

1852.204-76 Security Requirements for Unclassified Information  
Technology Resources  
1852.208-81 Restrictions on Printing and Duplicating  
1852.211-70 Packaging, Handling, and Transportation  
1852.219-74 Use of Rural Area Small Businesses  
1852.219-75 Small Business Subcontracting Reporting  
1852.219-76 NASA 8 Percent Goal  
1852.223-70 Protests to NASA  
1852.223-71 Frequency Authorization  
1852.223-72 Safety and Health (Short Form)  
1852.223-73 Safety and Health Plan  
1852.223-74 Drug- and Alcohol-Free Workforce  
1852.223-75 Major Breach of Safety or Security  
1852.225-70 Export Licenses  
1852.227-11 Patent Rights--Retention by the Contractor (Short Form)  
1852.227-14 Rights in Data--General  
1852.227-19 Commercial Computer Software--Restricted Rights  
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