



## PURCHASE ORDER GENERAL TERMS AND CONDITIONS - GOVERNMENT

### COMPLIANCE WITH LAWS; ETHICAL STANDARDS OF CONDUCT

By the acceptance of this Order, agrees that Seller shall comply with all applicable state and local laws, ordinance codes and regulations, and all applicable Federal Laws, orders, decrees policies and regulations, in the performance of this Order, including but not limited to the Foreign Corrupt Practices Act of 1977, fair wages and treatment, personal privacy, OSHA, and import/export laws and regulations. Seller represents that it has neither received or given any gifts or gratuities, nor participated in any other unethical conduct in connection with this Order. In addition, acceptance of this Order by Seller confirms that the goods shipped to Buyer were not produced, whether directly or indirectly, using forced labor, and whether or not such forced labor was conducted in the Xinjiang region of China in violation of the Uyghur Forced Labor Prevention Act (UFLPA). If, at any time, Buyer determines that Seller is in violation due to the foregoing representation, Buyer may cancel this Order upon written notice to Seller and Buyer shall have no further obligation to Seller. In addition, Seller hereby represents that it will comply with applicable internal Buyer policies, including but not limited to HRL policies and practices when entering any HRL premises and the HRL Business Code of Conduct for Vendors, Suppliers, Subcontractors & Consultants (<https://www.hrl.com/terms/vendor>).

### SHIPPING INSTRUCTIONS

1. **TARIFF PROVISIONS:** All shipments shall be made in strict conformity with governing tariff rules and regulations and packaging specifications, including but not limited to the Solid-Wood Packaging requirements defined in ISPM 15, except where otherwise specifically required by provisions of this Order or military regulations. As applicable, Seller will provide certificates of origin associated with a duty reduction program (e.g., free trade agreement) when requested by Buyer, unless the goods are determined to be ineligible for the duty reduction program.
2. **CLASSIFIED SHIPMENTS:** Classified shipments must be handled in conformance with specific instructions made part of this Order as well as the requirements of the "Industrial Security Manual for Safeguarding Classified Information" (DoD 5220.22-M).
3. **ROUTING INSTRUCTIONS:**
  - (a) Freight shipments are to be routed via Order instructions as authorized by Buyer. Seller will request prior routing instructions for delicate equipment, emergency shipments, or shipments exceeding 10,000 pounds gross weight.
  - (b) Purchase Order Number(s), a detailed description of each good and the country-of-origin (COO) information must appear on all shipping documents, labels and related correspondence. Both COO information and true and accurate shipment values, both unit count and total value, must appear on all shipping documents in accordance with U.S. customs law.
  - (c) **Freight Charges:** Shipments are shipped collect unless specified "Freight Prepaid" on U.S. domestic shipments and Delivered Duty Paid (DDP-Incoterms 2010), Malibu HRL Facility for international shipments. Attach copies of paid freight bills to any invoice that includes transportation charges to be reimbursed. In the event an international shipment is designated as other than DDP-Incoterms 2010, Seller's invoice shall specifically state in writing all U.S. customs clearance will be handled on behalf of HRL.
  - (d) **Insurance:** DO NOT DECLARE ANY VALUE FOR CARRIAGE OR INSURANCE. Shipments shall be released to minimum value of governing classification or tariff, or insured for minimum value for traceability. No shipment exceeding \$10,000 shall be sent Parcel Post. No shipment exceeding \$50,000 shall be sent via courier service. Seller will provide advance notice to Buyer of shipments exceeding \$1,000,000.
  - (e) **Consolidation:** Except where limited by Clause 3(c) above, consolidate all shipments to the delivery point specified herein, for any one day, on one bill of lading.
  - (f) **Customs Documents:** Seller will provide a copy of the shipment and/or customs documents for international shipments to Buyer PRIOR to shipment to allow Buyer time to review the documents and provide authorization to ship. Upon shipment, the shipment tracking number must be provided to Buyer. Any losses suffered as a result of Seller's failure to provide these documents, to provide tracking information, or the failure of the Seller's forwarder / carrier to provide documents to HRL's Broker (losses include, but are not limited to, customs fines or penalties, unnecessary delays, program penalties



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or other subsequent HRL losses) will be the sole responsibility of the Seller.

- (g) Packing Sheets: Seller is to provide one (1) copy of each packing sheet with the shipment.
- 4. HAZARDOUS MATERIAL PACKING, LABELING, AND SHIPPING: Seller shall comply with Provision 10 below.
- 5. PACKING AND PACKAGING: Seller shall use best commercial practice for packing and packaging of items to be delivered under this Order, unless otherwise specified herein.

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### PURCHASE ORDER GENERAL PROVISIONS

1. **WARRANTIES:** Seller warrants to Buyer and its customers that all items delivered and all services rendered hereunder will conform to the requirements hereof and will be free from defects. In addition to other remedies which may be available at law or in equity, Buyer, at its option, may return to Seller any nonconforming or defective items, or require correction or replacement of the item (s), all at Seller's risk and expense. If Buyer does not require correction or replacement of nonconforming or defective item(s), Seller shall repay such portion of the contract price or such additional amount as is equitable under the circumstances. These rights of Buyer are in addition to and shall not be limited by Seller's standard warranties. Inspection and acceptance of items by Buyer or its customer, or payment therefore, shall not relieve Seller of its responsibilities hereunder.
2. **CHANGES:** By written order, Buyer may, from time to time, order work suspension or make changes in drawings, designs, specifications, place of delivery, methods of shipment and packaging, and property and services furnished by Buyer. If any such change causes an increase or decrease in the price of this Order or in the time required for its performance, Seller shall, within 10 days after the change is ordered, notify Buyer of its intent to submit a proposal for adjustment and an equitable adjustment shall be made. However, nothing in this provision shall excuse Seller from proceeding immediately with the Order as changed. Whether made pursuant to this provision or by mutual agreement, changes shall not be binding upon Buyer except when specifically confirmed in writing by a member of Buyer's Procurement Department. Information, advice, approvals, or instructions given by Buyer's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Buyer's and Seller's rights and obligations hereunder unless set forth in a writing which is signed by a member of Buyer's Purchasing Department and which expressly states that it constitutes an amendment or change to this Order.
3. **INFRINGEMENT INDEMNITY:**
  - (a) In lieu of any other warranty by Buyer or Seller against infringement, statutory or otherwise, it is agreed that Seller shall defend, at its expense, any suit against Buyer or its customers based on a claim that any item furnished under this Order or the normal use or sale thereof infringes any U.S. Letters Patent or copyright, other than claims under Letters Patent covering combinations of such items with items not furnished by Seller, unless such claim is due solely to Seller's item irrespective of the combination, and shall pay costs and damages finally awarded in any such suit, provided that Seller is notified in writing of the suit and given authority, information, and assistance at Seller's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, Seller, at no expense to Buyer, shall obtain for Buyer and its customers the right to use and sell said item or shall substitute an equivalent item acceptable to Buyer and extend this patent indemnity thereto.
  - (b) Notwithstanding the foregoing provision, when this Order is performed under the authorization and consent of the U.S. Government to infringe U.S. Patents, Seller's liability for infringement of such Patents in such performance shall be limited to the extent of the obligation of the Buyer to indemnify the U.S. Government.
4. **SELLER'S DATA:**
  - (a) Seller agrees that all information, including but not limited to technical data, computer software and documentation, tapes, photo prints, and other information, furnished with items or required to be furnished by this Order, together with any information furnished orally, shall be free from proprietary restriction except if elsewhere authorized in this Order. Subject to Provision 4(b) below, Seller's data, for which a restrictive use marking is authorized by the DFARS or elsewhere in this order, may be duplicated, modified, distributed or otherwise used by Buyer in performance of its customer contracts. Such usage includes, as a minimum, preparation of logistics and instructional information and delivery thereof as required by such customer's contract. Any other specific rights, not inconsistent with these minimum rights, shall be listed or described in a license or agreement and made a part of this Order. Seller also grants to the Buyer the same rights granted above to the Government for use by Buyer in performance of its higher tier contracts.
  - (b) Except as to data available to Buyer without restriction from other sources or independently developed by Buyer or released by Seller without restriction, Seller's data that is subject to an authorized restrictive use marking shall not without Seller's permission be: (1) used by Buyer for procurement from other than Seller, (2) used by Buyer for manufacture of items described by such data, or (3) disclosed outside Buyer or its customers.
    - (1) To the extent that Seller establishes a claim to statutory copyright in any data first produced or furnished in the performance of this Order, Seller grants the Buyer a royalty-free, nonexclusive, irrevocable, world-wide license to publish, distribute, translate, duplicate, exhibit, or perform any such data copyrighted by the Seller with the right to grant sublicenses.



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- (2) The Seller further agrees not to knowingly include any data copyrighted by others in technical data delivered under this Order without first obtaining, at no additional cost and for the benefit of the Buyer, a license therein of the same scope as set forth in Provision 4(c)(1).

### 5. BUYER'S PROPRIETARY RIGHTS AND DISCLOSURE:

- (a) Seller shall not use or disclose without Buyer's prior written consent and further agrees that Buyer owns all intellectual property rights in any tools or other items or drawings, specifications, technical information, computer software, or other data which have been specially designed for Buyer in connection with this Order or furnished by Buyer, provided, however, that if the U.S. Government has the right to authorize the use of such tools, items, drawings, specifications, technical information or data, Seller may, to the extent of such right, use them as authorized by the U.S. Government; provided, further that, Seller gives Buyer notice of such authorization prior to such use. Seller shall immediately notify Buyer in writing in the event any unauthorized use or release of any Buyer information is suspected or occurs. This paragraph shall not apply to technical data generated by Seller in which the Government has unlimited rights.
- (b) Seller agrees that it will not publicize this Order or disclose, confirm, or deny any details thereof to third parties, or use Buyer's name in connection with Seller's sales promotion or publicity without prior written approval from Buyer.
- (c) Nothing in this Provision 5, however, shall restrict Seller's right to use or disclose drawings, specifications, technical information, and other data, which are rightfully obtained from other sources without restriction.
- (d) Seller further agrees that it will comply with the Immigration Reform and Control Act of 1986 and all U.S. export laws and regulations, including but not limited to the Arms Export Control Act, the International Traffic in Arms Regulations (ITAR), the Export Administration Acts and the Export Administration Regulations. In particular, Seller warrants that it will not provide any hardware and/or disclose any technical data provided hereunder to any individual who is not a United States Citizen or does not have Permanent Resident Alien status, or to any entity which is not a U.S. company or other U.S. entity, unless the appropriate export license or agreement has been obtained.

### 6. DEFAULT:

- (a) Buyer may terminate this Order for Seller's default in accordance with FAR 52.249-8 if circumstances set forth therein occur, or if Seller becomes insolvent, fails to pay its debts as they become due, or makes or proposes an assignment for the benefit of creditors. Buyer shall have such additional remedies for default as may be available at law or in equity whether or not it terminates this Order. To be relieved of liability for excess cost as provided in paragraph (c) of FAR 52.249-8, Seller must provide Buyer written notice of the cause of failure to perform, which is beyond its control and without its fault or negligence within ten (10) days of occurrence of the cause.
- (b)
  - (1) If at any time it appears that the Seller has not or will not meet this Order's delivery schedule, or any extension thereof, the Buyer shall have the right to require the Seller to submit a revised delivery schedule together with adequate documentation to support the reasonableness of the revised schedule. The revised schedule shall provide a specific date for the delivery of each deliverable item under this Order and shall not be submitted subject to any contingencies.
  - (2) Such request shall not be deemed a waiver of any existing delivery schedule or any other rights of Buyer under this order.
  - (3) If the Seller fails to submit a revised delivery schedule as specified above, or any extension thereof granted by the Buyer, the Seller shall be deemed to have failed to make delivery within the meaning of the "Default" clause of this Order and this Order shall be subject to termination.
- (c) FAR 52.249-8 is modified as follows for the purposes of this Order and is subject to the Definitions Provision herein: "Contracting Officer" means Buyer's Purchasing Representative, and "Government" means Buyer, except in paragraph(c) where it means Government and in paragraph (e) where it means Government or Buyer. In the second sentence of paragraph (c), add "acts of Buyer" to the list of examples.

### 7. ASSIGNMENTS AND SUBCONTRACTING:

- (a) Neither this Order nor any interest herein nor claim hereunder may be assigned or delegated by Seller; nor may all or substantially all of this Order be further subcontracted by Seller without the prior written consent of Buyer. Buyer's consent shall not be deemed to relieve Seller of its obligations to comply fully with the requirements hereof.



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- (b) Notwithstanding the above, Seller may, without Buyer's consent, assign monies due or to become due hereunder provided Buyer shall continue to have the right to exercise any and all of its rights hereunder, settle any and all claims arising out of, and enter into amendments to this Order without notice to or consent of the assignee. Buyer shall be given notice of any assignment and all invoices shall refer to the assignment.

### 8. PRICES:

Seller warrants that any unit prices charged herein do not exceed the unit prices charged by Seller to the U.S. Government or other customers in substantially similar transactions. Suppliers agree that credit holds shall not be placed on an HRL account for any reason.

### 9. INVOICES:

- (a) Invoices shall be emailed to Buyer's Accounts Payable Department when items are shipped. The time for payment shall not commence before Buyer's actual or scheduled receipt, whichever is later, of items at their destination or before performance by Seller in accordance with the requirements of this Order. Without limiting Buyer's other remedies, if data are deficient or are not furnished when scheduled, Buyer may withhold remaining payments (or such portion thereof as Buyer may deem equitable) until such deficiency or delinquency is cured.
- (b) All shipping costs and all Federal manufacturers' and retailers' excise and state or local sales or use taxes, when applicable, must be billed as separate items on Seller's invoices. Any and all tax exemption certificates shall be accepted by Seller. Seller hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.
- (c) In addition to any other remedies that may be available at law or in equity, Buyer shall have the right to recover from Seller by offset or otherwise the price of any items returned to Seller under the terms of this Order.

### 10. HAZARDOUS MATERIAL PACKAGING, LABELING, AND SHIPPING:

- (a) Seller shall package, label, transport, and ship hazardous material or items containing hazardous materials in accordance with all applicable Federal, state, and local laws and regulations, including but not limited to current published issues of tariffs and regulations reflecting 49 CFR Articles 100-199, FAR 52.223-3, DFARS 252.223- 7001, the Explosive Safety Manual AFM 127-100, and Federal Aviation Regulation 103, as amended (e.g., the current Hazardous Materials Regulations of the Department of Transportation; the Official Air Transport Restricted Articles Tariff; Packaging and Handling of Dangerous Materials for Transportation by Military Aircraft, Joint Manual AFM 71-4; and subsequent reissues thereof) and, if applicable, to furnish appropriate Material Safety Data Sheets in accordance with California Hazardous Substances Information and Training Act. Seller, prior to each hazardous material shipment, shall notify Buyer of its nature and shipment date by such means of communications as will allow for proper preparation for acceptance of delivery by the carrier of the material and shall identify same on all shipping documents.
- (b) The 1990 Clean Air Act Amendments and implementing regulations established labeling requirements for products manufactured with, containers of, and products containing specific ozone depleting substances. This label must be "clear and conspicuous". There is no requirement that suppliers label directly on the hardware. Because labeling hardware may not conform to requirements contained in the technical data package (if any), pertinent to this Purchase Order, Buyer prefers that the hardware deliveries under this purchase order not be labeled, and that alternative labeling be used. The EPA regulation provides for the use of alternative labeling. Supplemental printed material may also be appropriate, i.e., where the statement would be as conspicuous on printed material as it would be on the product. For specific requirements and options on labeling regulations, refer to 40 CFR 82.

### 11. ADDITIONAL PURCHASE ORDER AMENDMENTS:

Seller, upon the request of Buyer, shall negotiate amendments to this Order to incorporate additional provisions herein or to change provisions hereof as Buyer may reasonably deem necessary. If such amendments to this Order cause an increase or decrease in the cost of, or the time required for, performance of this Order, an equitable adjustment shall be made in the price or delivery schedule, or both, pursuant to the Changes provision herein.

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### 12. QUALITY CONTROL AND INSPECTION:

- (a) Seller and its suppliers shall establish and maintain a quality control and inspection program as required by the quality control requirements of this Order. Any changes, deviations or waivers from the requirements of the Order shall have the prior written approval of the Buyer.
- (b) Buyer shall have the right of access on a non-interference basis, to any area of Seller's or Seller's supplier's premises where any part of the work is being performed. Seller shall, without additional costs to Buyer, provide all reasonable in-plant accommodations, facilities, and assistance for the safety and convenience of the Buyer and Buyer's customer representatives in the performance of their duties.
- (c) In order to ensure that the equipment satisfies the program requirements and to demonstrate compliance with applicable technical specifications, Seller and Seller's suppliers shall perform factory tests as required by the Order and the Buyer or its customer representatives may witness such tests and review the test data. Seller shall give Buyer advance notice as is reasonable necessary to allow Buyer to witness any required test. The work set forth in the Order is subject to inspections and monitoring in accordance with the requirements of this Order and the quality program set forth at the Seller's or Seller's supplier's facility and such may be performed by the Buyer or its customer at their sole discretion. Inspection by the Buyer or its customer shall not relieve the Seller from responsibility for any omission, defect, fault, or other failure to meet the requirements of this Order. If any item is found to be defective in material, workmanship, or otherwise not in conformance with the requirements of this Order, the Buyer shall have the right to reject such defective item(s) or require its prompt correction, all at Seller's expense.
- (d) Seller shall keep and maintain proper and adequate inspection, test, and related records, which shall be available for inspection by the Buyer or its customer representative and shall allow copies to be made and extracts to be taken and shall furnish all information which may be required by the Buyer.
- (e) All items also may be subject to further inspection and acceptance at Buyer's plant, Seller's plant, or site of installation, notwithstanding any payments or other prior inspection. Final acceptance shall be at Buyer's facility or Buyer's Purchasing representative may designate such other place as in writing.

### 13. DISPUTES:

Buyer and Seller agree to make a good faith attempt to settle any dispute arising under or related to this Order without resort to legal action. If such good faith efforts fail, the Buyer, at its option, may submit the dispute to mediation and/or binding arbitration in the State of California, Los Angeles County. The selection of an independent and neutral mediator shall be at the mutual agreement of the parties. Buyer reserves the right to abandon arbitration and pursue all available legal and equitable remedies in the event Seller does not comply with a demand for arbitration within sixty days of notice. The cost of mediation and arbitration, including the fees of the mediator(s) or arbitrators(s), shall be divided equally by the parties unless the award provides otherwise. Each party shall bear its own cost of preparing and presenting its case.

Pending resolution of any dispute arising hereunder, Seller shall proceed diligently with the performance of this Order in accordance with Buyer's direction concerning the subject matter of such dispute. Irrespective of the place of performance, this Order will be construed and interpreted according to the laws of the state from which Buyer's Order is issued without resort to said state's Conflicts of Law rules. Furthermore, the United Nations Convention on Contracts for the International Sale of Goods does not apply.

### 14. GENERAL:

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

### 15. PRECEDENCE:

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:  
(1) Typed provisions set forth in this Order,

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- (2) These General Terms and Conditions
- (3) Buyer's Purchase Order Attachments and Exhibits,
- (4) Statement of work, and
- (5) Specifications attached or incorporated by reference. Buyer's specifications shall prevail over those of an agency of the U.S. Government, and both shall prevail over those of Seller.

16. **CONFLICT MINERALS:**

All of HRL's Suppliers shall disclose any "conflict minerals" used in the production of any product subject to these terms and conditions, and in the event such materials are used, shall submit to Buyer, as applicable, a description of reasonably acceptable measures taken with its supply chain to assure the appropriate sourcing and chain of custody of such materials. As used above, the term "conflict minerals" shall have the meaning ascribed without limitation, columbite-tantalite (coltan), cassiterite, gold, wolframite or their derivatives, or any other mineral or its derivatives determined by the US Secretary of State to be financing conflict in the Democratic Republic of Congo.

17. **COUNTERFEIT GOODS:**

Seller warrants that it shall not furnish "Counterfeit Goods", defined as "Goods" or separately-identifiable items or components of Goods that: (i) are an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer (collectively, "OEM") item; (ii) are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design; (iv) have been re-worked, re-marked, relabeled, repaired, refurbished, or otherwise modified from OEM design but are represented as OEM authentic or as new; or (v) have not passed successfully all OEM required testing, verification, screening, and quality control processes. If Seller becomes aware or suspects that it has furnished Counterfeit Goods to Buyer, Seller promptly, but in no case later than thirty (30) days from discovery, shall notify Buyer and replace, at Seller's expense, such Counterfeit Goods with OEM or Buyer-approved Goods. Seller bears responsibility for procuring authentic Goods or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this Section 13. Seller shall be liable for all costs related to the replacement of any and all Counterfeit Goods and any other related costs, including but not limited to compliance with current Federal, state and local regulations.

18. **SPECIAL PROVISIONS:**

- (a) Jigs and Fixtures: In manufacture of items to be supplied hereunder, Seller shall use jigs, fixtures, and/or other devices or appliances, in all processes where such use is conducive to interchangeability for uniformity of the product, of such character as will reduce the need for selective assembly.
- (b) Property Rights: All materials, tools, equipment, and other property furnished by Buyer or Buyer's customer to Seller shall remain the property of the Buyer or Buyer's customer, as the case may be, and the Seller assumes the risks of, and shall be responsible for, any loss thereof or damage thereto. Such property shall, at all times, be safely stored and properly maintained by Seller. Seller, in accordance with the terms of this Order, but in any event upon completion thereof, shall return such property to Buyer or to any other owner as Buyer may direct in the condition in which it was received by Seller, except for reasonable wear and tear and except to the extent that such property has been incorporated in the items delivered or has been reasonably consumed in performance of work under this Order.

19. **INDEMNIFICATION:**

- (a) Seller hereby indemnifies Buyer and agrees to hold Buyer harmless from any and all violations of import/export laws and regulations of the United States which result either directly or indirectly from Seller's acts or omissions to act.
- (b) By acceptance of this purchase order, Seller hereby agrees to indemnify, hold harmless, and exonerate Buyer for any losses or damages, resulting from any claim, action, proceeding or suit relating to the Seller's violation of the provisions of Subsection 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423), Procurement Integrity. In addition to any other remedies that Buyer may have, Seller shall defend, at its expense, any such claim, action, proceeding or suit against Buyer or its Customer(s) and shall pay all costs and damages incurred either through judgment or settlement. Seller further agrees to provide Buyer with any certifications of compliance required by the provisions of the Act if requested to do so.

20. **LIMITATION OF LIABILITY:**

Buyer and Seller agree that Buyer's liability under this Order for all causes, without exception, shall not exceed the total dollar value listed on the face page of this Order. IN ADDITION, IN NO EVENT WILL BUYER BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT.

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### 21. FAR CLAUSES APPLICABLE TO ALL GOVERNMENT WORK:

If it is noted on the face of this Order that U.S. Government work is involved, the following FAR clauses are incorporated herein by this reference, subject to the Definitions provision herein and to the modifications indicated, unless indicated otherwise in the typed provisions of this Order. Except for where the intent clearly is to grant the Government direct rights, the term "Government" shall mean "Buyer" and the term "Contractor" shall mean "Seller" unless otherwise noted:

- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applies if the value of Buyer's Purchase Order exceeds \$150,000)**
- 52.203-12 Limitations on Payments to Influence Certain Federal Transactions (applies if the value of Buyer's Purchase Order exceeds \$150,000)**
- 52.204-2 Security Requirements – (Applicable if access to classified information is required)**
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (applies if the value of Buyer's Purchase order equals or exceeds \$30,000)**
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems**
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors, Debarred, Suspended, or Proposed for Debarment (applies if the value of Buyer's Purchase Order exceeds \$35,000)**
- 52.211-5 Material Requirements - New means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused with, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy. (Applicable to all Purchase orders for supplies that are not commercial items).**
- 52.211-15 Defense Priority and Allocation Requirements – (Applicable if Buyer's Purchase Order has a DPAS rating)**
- 52.215-22 Limitations on Pass-Through Charges- Identification of Subcontract Effort**
- 52.215-23 Limitations on Pass-Through Charges**
- 52.219-8 Utilization of Small Business Concerns**
- 52.219-9 Small Business Subcontracting Plan - "Contracting Officer" means Buyer's Purchasing Representative in the first sentence of subparagraph (c) for Purchase Orders exceeding \$700,000. (Applies if the Seller is classified as a Large Business and the value of the Purchase Order exceeds \$700,000).**
- 52.222-1 Notice to the Government of Labor Disputes - If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.**
- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation - Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause (applies if the value of Buyer's Purchase Order exceeds \$150,000)**
- 52.222-21 Prohibition of Segregated Facilities (applies if the value of Buyer's Purchase order exceeds \$10,000)**
- 52.222-26 Equal Opportunity (41 CFR 60) (applies if the value of Buyer's Purchase order exceeds \$10,000)**
- 52.222-35 Equal Opportunity for Veterans (applies if the value of Buyer's Purchase Order exceeds \$150,000)**
- 52.222-36 Equal Opportunity for Workers with Disabilities (applies if the value of Buyer's Purchase Order exceeds \$150,000)**

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- 52.222-37 **Employment Reports on Veterans (applies if the value of Buyer's Purchase Order exceeds \$150,000)**
- 52.222-40 **Notification of Employee Rights under the National Labor Relations Act** (applies if the value of Buyer's Purchase Order exceeds \$10,000)
- 52.222-50 **Combating Trafficking in Persons**
- 52.222-54 **Employment Eligibility Verification** (applies if the value of Buyer's Purchase order exceeds \$3,500)
- 52.223-3 **Hazardous Material Identification and Material Safety Data**
- 52.225-1 **Buy American – Supplies** (applies if the value of Buyer's Purchase Order exceeds \$10,000, unless an exception applies.)
- 52.225-3 **Buy American – Free Trade Agreements – Israeli Trade Act** (applies if the value of Buyer's Purchase Order value exceeds \$25,000 and less than \$180,000, unless an exception applies)
- 52.227-10 **Filing of Patent Applications - Classified Subject Matter**
- 52.227-11 **Patent Rights – Ownership by the Contractor**
- 52.232.40 **Providing Accelerated Payments to Small Business Subcontractors**
- 52.242-15 **Stop Work Order**
- 52.244-6 **Subcontracts for Commercial Items** - If this Purchase Order is for a commercial item, as defined in FAR 52.212-1 with respect to Article 21 of these Purchase Order General Provisions, only those FAR and DFARS clauses identified in subparagraph (c) of FAR 52.244-6 and DFARS 252.244-7000 apply.
- 52.245-1 **Government Property –**
- "Contracting Officer" means Buyer's Purchasing Representative.
  - "Government" means Government or Buyer.
- 52.245-2 **Government Property Installation Operation Services-**
- "Contracting Officer" means Buyer's Purchasing Representative.
  - "Government" means Government or Buyer.
- 52.246-2 **Inspection of Supplies (Fixed-Price)** - "Contracting Officer" means Buyer's Purchasing Representative or his/her authorized designee, and "Government" means Buyer except that the first time it appears in the first sentence of paragraph (b) and in the fourth sentence of paragraph (b) it means Buyer and the Government (provided, however, that an inspection system accepted by the Government will be deemed acceptable to the Buyer), and the first time it appears in paragraph (k) it means Government or Buyer. The provisions in the clause for access, rights to inspect, safety protection, and relief from liability apply equally to Buyer and the Government. The rights and remedies of the Buyer shall be in addition to and not in limitation of those set forth in Provision 1, Warranties.
- 52.246-16 **Responsibility for Supplies** - "Contractor" means Seller and "Government" means Buyer, except in paragraph (d) where "Government" means Government or Buyer.
- 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)** - "Contracting Officer" means Buyer's Purchasing Representative, "Contractor" means Seller, and "Government" means Buyer except in paragraph (m). In paragraph (c) the term "90 days" is changed to "120 days." If the Government is unable or unwilling in a timely manner to conduct any audit of Seller's books and records, an audit may be conducted by a mutually acceptable independent certified public accounting firm.
- 52.249-8 **Default (Fixed-Price Supply and Service)** - "Contracting Officer" means Buyer's Purchasing



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Representative, and "Government" means Buyer.

The following additional clauses apply as defined by the respective FAR clause if the value of Buyer's Purchase Order equals or exceeds the "simplified acquisition threshold" (\$250,000):

- 52.203-3      Gratuities**
- 52.203-5      Covenant Against Contingent Fees**
- 52.203-6      Restrictions on Subcontractor Sales to the Government**
- 52.203-7      Anti-Kickback Procedures**
- 52.203-17     Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights**
- 52.215-2      Audit and Records-Negotiation** - If the Government is unable or unwilling in a timely manner to conduct any audit of Seller's books or records, an audit may be conducted by a mutually acceptable independent certified public accounting firm.
- 52.215-14     Integrity of Unit Prices**
- 52.225-8      Duty-Free Entry**, in which "Contracting Officer" means Buyer's Purchasing Representative. In the last sentence of paragraph (h) "the contract" means prime contract.(applies if Duty-Free Entry may be obtained in accordance with 25.903(a).
- 52.227-1      Authorization and Consent**
- 52.227-2      Notice and Assistance Regarding Patent and Copyright Infringement**
- 52.229-3      Federal, State, and Local Taxes**, in which "Government" means Buyer and "Contracting Officer" means Buyer's Purchasing Representative.
- 52.244-5      Competition in Subcontracting**

## **22.      DFARS CLAUSES APPLICABLE TO ALL GOVERNMENT WORK:**

If it is noted on the face of this Order that U.S. Government work is involved, the following DFARS clauses are incorporated herein by this reference, subject to the Definitions provision herein and to the modifications indicated, unless indicated otherwise in the typed provisions of this Order. Except for where the intent clearly is to grant the Government direct rights, the term "Government" shall mean "Buyer" and the term "Contractor" shall mean "Seller" unless otherwise noted:

**252.203-7002 Requirement to Inform Employees of Whistleblower Rights**

**252.204-7000 Disclosure of Information**

**252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting**

**252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors**

**252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support**

**252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services**

**252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country- (Applies if Buyer's Purchase Order is equal to or exceeds \$150,000)**

**252.219-7003 Small Business Subcontracting Plan** - (DoD Contracts – applicable if prime contract includes 52.219-9,



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Seller is classified as a Large Business and value of Buyer's Purchase Order exceeds \$700,000)

- 252.223-7002 Safety Precautions for Ammunition and Explosives**, in which "Contracting Officer" means Buyer or Contracting Officer. "Government" mean Buyer or Government. Seller shall send simultaneously to Buyer a copy of each notification and report sent to the Contracting Officer.
- 252.225-7025 Restriction on Acquisition of Forgings**
- 252.225-7026 Acquisition Restricted to Products or Services from Afghanistan**
- 252.226-7001 Utilization of Indian Organizations, Indian-owned Economic Enterprises, and Native Hawaiian Small Business Concerns** – (applies if the value of Buyer's Purchase Order exceeds \$500,000)
- 252.227-7013 Rights in Technical Data - Noncommercial items**
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation**
- 252.227-7015 Technical Data-Commercial Items**
- 252.227-7016 Rights in Bid or Proposal Information**
- 252.227-7017 Identifications and Assertion of Use, Release, or Disclosure**
- 252.227-7019 Validation of Asserted Restrictions-Computer Software**
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software**, provided, however, that this right is solely for the purpose and only to the extent necessary to fulfill obligations to the Government in the prime contract under which this Order is issued. The word "Government" shall mean the Buyer or the Government except in the last sentence.
- 252.227-7037 Validation of Restrictive Markings on Technical Data**
- 252.227-7038 Ownership by the Contractor (Large Business)**
- 252.227-7039 Patents-Reporting of Subject Inventions**
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles**, in which "Administrative Contracting Officer" means Buyer and Administrative Contracting Officer, and "Government" means Buyer or Government.
- 252.231-7000 Supplemental Cost Principles**. In paragraph (a), "this contract" means the Buyer's prime contract supported by this order.
- 252.239-7018 Supply Chain Risk** – (applies to all Purchase Orders for Information technology, whether acquired as a service or as a supply)
- 252.244-7000 Subcontracts for Commercial Items**. If this award is for a commercial item, as defined in FAR 52.212-1, with respect to Article 21 of these Purchase Order General Provisions, only those FAR and DFARS clauses identified in subparagraph (c) of FAR 52.244-6 and DFARS 252.244-7000 apply.
- 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System** - "Counterfeit electronic part" means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.
- 252.246-7008 Sources of Electronic Parts**
- 252.247-7023 Transportation of Supplies by Sea**



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**252.247-7024 Notification of Transportation of Supplies by Sea**

**252.249-7002 Notification of Anticipated Contract Termination or Reduction**

The following additional clauses apply as defined by the respective DFARS clause if the value of Buyer's Purchase Order equals or exceeds the "simplified acquisition threshold" (\$250,000):

**252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies**

**252.223-7004 Drug-Free Work Force**

**252.225-7008 Restriction on Acquisition of Specialty Metals**

**252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals** in which "Contracting Officer" means Buyer's Purchasing Representative acting pursuant to authorization of the Contracting Officer. In paragraph (k), "this contract" means the prime contract.

**252.225-7010 Commercial Derivative Military Article-Specialty Metals Compliance Certificate**

23. ADDITIONAL REQUIREMENTS

- (a) The provisions of 41 CFR 60-300.5, Equal Opportunity for Disabled Veterans, Recently Separated Veterans, Other Protected Veterans, and Armed Forces Service Medal Veterans, apply to all contracts, subcontracts, and purchase orders where the value equals or exceeds \$100,000. Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- (b) The provisions of 41 CFR 60-741.5, Affirmative Action and Nondiscrimination Obligations of Contractors and Subcontractors Regarding Individuals with Disabilities, apply to all contracts, subcontracts, and purchase orders where the value equals or exceeds \$10,000. Contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment-qualified individuals with disabilities.
- (c) Notwithstanding any other clauses in the Buyer's Order, in no event shall the Seller acquire any direct claim or course of action against the U. S. Government.
- (d) Seller shall flow down all required FAR and DFARS clauses to Seller's subcontractors, suppliers and vendors in accordance with the applicable FAR and DFARS requirements.

[End of Attachment GL-21]