Resonant Solutions, LLC PURCHASE ORDER TERMS AND CONDITIONS

These terms and conditions apply to Purchase Orders (hereinafter "Order") dated August 1, 2023 and thereafter, until superseded. All Orders shall be governed by the Terms and Conditions effective on the date of acceptance of the Order.

- Acceptance-Agreement. If there is no written agreement between the parties concerning the subject matter referred to on the face hereof, the Order, which incorporates any prior specifications, samples, or descriptions of the goods and services and all express and implied warranties, becomes the entire and exclusive agreement between the purchasing entity identified on this Order (hereinafter "Buyer") and Seller. Upon Seller's receipt and acceptance of the Order, Seller agrees that it shall generate a purchase order acknowledgment. Such acknowledgment shall indicate receipt and acceptance of such an order and shall be deemed to be the acceptance by Seller unless the Seller shall separately (i) acknowledge receipt of the order and transmit a modified version of the purchase order as a counter-offer; or (ii) acknowledge receipt of the order and decline to accept the purchase order so transmitted. Any of the following shall also constitute Seller's unqualified acceptance of this Order and these terms and conditions: (a) acknowledgement of this Order; (b) furnishing of any part of the Products and/or Services under this Order; (c) acceptance of any payment for the Products/Services under this Order; or (d) commencement of performance under this Order.
- Seller agrees that Buyer is not to be bound by any term or condition of Seller in any written acknowledgment, invoice, or otherwise which is inconsistent with or in addition to the terms and conditions herein and that any such inconsistent or additional terms are rejected by Buyer unless specifically agreed to in writing by Buyer. Buyer shall only be bound to commitments which are expressly authorized in writing by an authorized purchasing representative of the Buyer or a senior officer of Buyer's company.
- 3) If, after acceptance of the Order or at any time during the performance of this Order, Seller believes that any portion of this Order is inaccurate, inconsistent, or incomplete, Seller shall promptly notify Buyer in writing identifying any discrepancies and requesting resolution before proceeding or continuing with the portion of this Order in question. In the event that the Seller fails to contact Buyer in a timely manner to resolve said discrepancies or inconsistencies and Seller proceeds with or continues any work in question, Seller shall be deemed to have proceeded on its own accord and shall be solely responsible for any errors or omissions, including all associated cost or schedule impacts or

both resulting therefrom.

- 4) **DPAS.** If this Order carries a Defense Priorities & Allocations System (DPAS) rating, Seller shall provide unqualified written acceptance or rejection to Buyer's Authorized Representative within fifteen (15) working days after receipt of a DO rated order and within ten (10) working days after receipt of a DX rated order.
- 5) Price
 - a) If price is not stated on the Order or in the written procurement agreement, the price will be Seller's lowest prevailing market price. Except as may be otherwise provided in this Order, the price(s) contained in this Order shall include all applicable federal, state, and municipal taxes of any kind in effect on the date of this order and Buyer shall not be liable for any other costs or charges.
 - b) The price of this Order includes all applicable foreign and domestic federal, state, and local taxes, duties, tariffs, and similar fees ("Taxes") levied upon, or measured by, the sale, the sales price, or use of Products and/or the performance of Services associated with this Order. Seller shall separately list on its invoice (or voucher) any Taxes. Seller shall comply with any reasonable request by Buyer regarding Tax payments under protest and shall make appropriate adjustments to afford Buyer the benefit of any refund or reduction in Taxes.
- Order Changes. Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and the Order shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph.
- 7) **Termination and Cancellation.** Buyer reserves the right to terminate the Order for its convenience. In such event Seller shall immediately stop all work and observe any instructions from Buyer as to work in process. Seller shall be paid an equitable adjustment for work already performed. Buyer may also terminate this Order for cause in the event of a default by Seller. In such event, Buyer shall not be liable to Seller for any amounts, and Seller shall be liable for, and shall hold Buyer harmless from, any damages occasioned by the Seller's breach or default. If it should be determined that the Buyer has improperly terminated this Order for default, such termination shall be deemed to be for Buyer's convenience.
- Warranty. Seller warrants that all goods or services furnished hereunder shall be merchantable, and free from any defects in workmanship or material. If Seller has been informed of the use of the products, Seller also warrants that

the items furnished hereunder are suitable and appropriate for such use. Seller shall indemnify and save the Buyer harmless from any breach of this warranty, and no limitations on Buyer's remedy in Seller's documents shall operate to reduce this indemnification. Seller shall extend all warranties it receives from its vendors to Buyer. This warranty is in addition to all warranties contained under the law. All warranties will survive acceptance of and payment for any goods and services under the Order.

9) Nonconforming Product and Material.

- Seller is required to notify Buyer of all nonconforming product and material immediately upon discovery to Buyer. Seller shall not ship any nonconforming product or material without the express written permission of Buyer.
- b) Notwithstanding any prior Acceptance, Buyer may reject or require prompt correction of any Products or Services which are, in Buyer's judgment, defective in material or workmanship or otherwise fail to meet the drawings, designs, statement of work, specifications or other technical documents, or other requirements of this Order.
- c) If Seller delivers defective or nonconforming Products or Services, Buyer may take one of the following actions:
 - i) Accept all or part of the defective or non-conforming Products or Services at an equitable price reduction or credit against any amounts that may be owed to Seller under this Order or otherwise.
 - ii) Reject all or any part of a delivery or performance of defective or non-conforming Products or Services and demand delivery of conforming Products or re-performance of Services. All rejected Products shall be shipped back to Seller at Seller's expense and any re-performance of defective or nonconforming Services shall be at no cost to Buyer. All repair, replacement and other correction and redelivery shall be completed within the original delivery schedule unless otherwise directed by Buyer. Any rejected or corrected Products or Services shall not thereafter be tendered for Acceptance unless the former rejection or requirement for correction is disclosed.
 - iii) If Seller is unable or unwilling to re-perform or correct defective or nonconforming Products or Services, Buyer may:
 - (1) Make or perform, or have a third party make or perform, all repairs, modifications, or replacements necessary to enable such Product or Service to comply in all respects with Order requirements and charge the expense incurred to Seller; or
 - (2) Terminate this Order for default in whole or in part.

10) Suspect/Counterfeit Parts

- a) This clause is applicable to all Orders. If DFARS 252.246-7007 and DFARS 252.246-7008 are also applicable to this Order, the provisions of paragraphs (a) (e) of DFARS 252.246-7007, including its definition of "electronic parts," are incorporated in this paragraph by reference and "Contracting Officer" shall mean "Buyer". Seller shall establish and maintain a material authenticity process that ensures the requirements of these clauses or other authenticity requirements in this Order are met. Seller's obligation to substantiate authenticity shall survive Acceptance of and payment for Products delivered under this Order.
- b) Seller shall not furnish suspect counterfeit or counterfeit parts to Buyer under this Order. All material delivered under this Order shall be authentic and traceable to the original manufacturer. Seller shall provide authenticity and traceability records to Buyer upon request. Electronic parts shall not be acquired from brokers unless approved in advance in writing by Buyer. Seller shall immediately notify Buyer if Seller cannot provide parts, components, and/or assemblies traceable to the original component manufacturer or the original equipment manufacturer. Upon receipt of such notification, Buyer reserves the right to terminate this Order at no cost to Buyer or require specific material validation test and inspection protocol requirements to Seller.
- c) If suspect counterfeit or counterfeit parts are furnished under this Order and are found in any of the Products delivered hereunder, such items will be impounded by Buyer. Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer. Seller shall be liable for all costs relating to the removal and replacement of said parts, including without limitation Buyer's external and internal costs of removing such suspect/counterfeit parts, of reinserting replacement parts and of any testing or validation necessitated by the reinstallation of Seller's Products after suspect/counterfeit parts have been exchanged. Buyer's remedies described herein shall not be limited by any other clause agreed upon between Buyer and Seller in this Order and are in addition to any remedies Buyer may have at law, equity or otherwise under this Order. At buyer's request, Seller shall return any removed suspect counterfeit or counterfeit parts to Buyer in order that Buyer may turn such parts over to its U.S.G. customer for further investigation. For purposes of this clause, Seller agrees that any U.S.G. directive/information or GIDEP alert, indicating that such parts are suspect counterfeit or counterfeit, shall be deemed definitive evidence that Seller's Products contain suspect counterfeit or counterfeit parts.
- d) Seller agrees to insert the substance of this clause, including this sentence, in any lower tier subcontract.

- Inspection. All goods ordered hereunder will be subject to inspection and testing by Buyer at all reasonable times and places, and in any event, prior to acceptance. It is expressly agreed that inspections and/or payments will not constitute final acceptance and that all goods will be subject to final inspection after delivery to Buyer. If the goods delivered do not meet the specifications or otherwise do not conform to the requirements of this Order, Buyer will have the right to reject them. Goods which have been delivered and rejected in whole or in part may, at Buyer's option, be returned to Seller for reimbursement, credit or replacement, or may be held for disposition at Seller's expense and risk.
- Changes in Product or Process/Substitution. Seller shall provide written notification to Buyer prior to making any changes to Seller's tooling, facilities, materials, or processes, and/or shall provide written notification to Buyer upon becoming aware of any such changes by Seller's subcontractors at any tier, that could affect Seller's performance under this Order. This requirement includes changes to fabrication, assembly, handling, inspection, Acceptance, testing, manufacturing location, parts, materials, or suppliers. Seller shall notify Buyer of any pending or contemplated future action to discontinue Products purchased pursuant to this Order and shall allow Buyer to submit a forecast of expected annual usage prior to Seller finalizing its decision to discontinue the Products. Seller shall provide Buyer with a "Last Time Buy Notice" at least twelve (12) months prior to the actual discontinuance. Seller shall extend opportunities to Buyer to place last time buys of such Products with deliveries not to exceed one hundred eighty (180) days after the last time buy date. Seller shall flow down to subcontractor(s) the requirements of this Clause and all other applicable flow down provisions.

13) Assignment:

- a) Seller shall not assign or transfer, in whole or in part, this Order or any of its rights, payments, claims or interest under this Order without Buyer's prior, written consent. Any purported assignment in contravention of this clause shall be deemed null and void.
- b) Buyer may make direct settlements or adjustments in price, or both, with Seller under the terms of this Order notwithstanding any assignment of claims for money due or to become due under this Order and without notice to the assignee.

14) Subcontracting:

- a) Seller shall not subcontract the entirety or any part of this Order without the prior written authorization of Buyer, and Seller shall require an agreement with conforming performance requirements from immediate and lower-tier suppliers. This restriction on subcontracting shall not apply to authorized distributors, dealers, jobbers, or industrial suppliers nor shall it apply to purchases of standard commercial articles, including electronic components or raw materials including castings, forgings, and rough welded structures on which Seller will perform further work.
- b) No subcontract placed under this Order shall provide for payment on a cost-plus-percentage-of-cost basis and Seller agrees to select subcontractors/suppliers on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Order.
- c) Any subcontract, assignment, or other transfer of rights or obligations arising under this Order and made to a foreign person, as defined in the International Traffic in Arms Regulations or the Export Administration Regulations, must comply with the Export and Import Compliance clause herein.
- Flow-Down: If assignment or subcontracting is approved by Buyer, Seller must document all of Buyer's requirements in the Order, including key characteristics, to ensure the requirements flow down to sub-tier suppliers of the Seller.
- Right Of Access and Retention: On request, Seller will provide assistance to permit the Buyer, Buyer's Customers, and Regulatory Authorities to inspect the premises where and when the work is being performed and the Seller shall make available without cost adequate facilities for the inspection. Seller agrees that the Buyer, Buyer's Customers, and Regulatory Authorities shall, until the expiration of at least fifteen (15) years after the final payment under the Order, have access to and the right to examine any books, documents, papers, and records of Seller related to the Order. All records, unless contractually stipulated for longer periods, are maintained for a period of a minimum of fifteen years.
- Buyer Approvals and Reviews. The review or approval by Buyer of any work hereunder or of any designs, drawings, specifications or other documents prepared hereunder shall not (a) relieve Seller of any of its obligations under the Order; (b) excuse or constitute a waiver of any defects or non-conformities on any articles furnished under the Order; or (c) excuse or constitute a waiver of any defects or non conformities on any articles furnished under the Order or change, modify or otherwise affect any of the provisions of the Order, including but not limited to, the prices and delivery schedules contained herein.
- 18) Hazardous Materials. Seller shall notify Buyer of every article ordered hereunder which contains material hazardous or injurious to the health or physical safety of persons even though said hazard or injury may only occur due to mishandling or misuse of the article and ozone layer of the earth. In addition, Seller shall identify such

materials and notify Buyer of the effects of such material on human beings and the physical manifestations that could result. For each article so identified, Seller shall supply Buyer with material safety data sheets (MSDS) appropriate to warn persons coming in contact therewith of the hazard and its effects.

- Confidentiality. Seller agrees that all information obtained by or provided to Seller in carrying out the Services provided hereunder, including the contents of the Order, will be maintained in confidence by Seller and that Seller will not publish nor disclose to third persons nor otherwise make use of such confidential information except for the performance of the Order. Buyer's confidential information includes, but is not limited to, Buyer's financial, account, human resources, provider and other proprietary information. This obligation shall not apply with respect to any information (a) which is already in the possession of Seller prior to acquiring the information hereunder, (b) which is or becomes in the public domain through no fault of either party, or (c) which is rightfully obtained on a non-confidential basis from a third party. In addition, certain categories of information, such as Buyer's members' Protected Health Information ("PHI"), is subject to protection under applicable federal and state laws and regulations. To ensure the confidentiality of the above information is protected, Seller agrees to permit Buyer to review Seller's facilities, security practices, and policies relating to the protection of such confidential information. Seller agrees to complete and promptly return to Buyer any affirmation or certification used by Buyer to monitor Seller's compliance with these and other applicable provisions, which certification shall not be required more than once in any twelve (12) month period.
- Indemnification and Hold Harmless. Seller agrees to comply with all applicable laws, regulations, rules and orders of Federal, State and Municipal government bodies and agencies, and will defend and hold Buyer harmless from any loss or damage arising out of any violation thereof. Seller will also defend and hold Buyer harmless from loss or damage by reason of actual or alleged infringement of letters of patent, copyright, or other intellectual property right of a third party. Seller shall defend, indemnify and hold harmless Buyer, its officers, agents, employees, successors and assigns against all damages, claims or liabilities and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of Seller, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller.

21) Insurance:

- a) Seller and its subcontractors, at their sole cost and expense, will at all times, prior to commencement and throughout the period of performance of this Order, maintain with reputable insurance companies that are authorized to do business under the laws of the state(s) in which the work is being performed, insurance coverage in the minimum amounts as indicated below:
 - i) Worker's Compensation insurance coverage (or DBA, LS&H, or local equivalent outside the U.S.) as required by the laws of the state in which the work is performed and such insurance shall provide waiver of subrogation against Buyer.
 - ii) Employer Liability insurance in the amount of \$1,000,000.
 - iii) Commercial General Liability (CGL) (ISO form CG 0001 12/04 or equivalent) with a Combined Single Limit (CSL) of \$2,000,000 bodily injury and/or property damage. Coverage shall include, but not necessarily be limited to, premises and operations, Products and completed operations, and contractual liability.
 - iv) Automobile Liability (AL) with a CSL of \$2,000,000 bodily injury and/or property damage covering all owned, hired and non-owned vehicles.
 - v) If work involves Aviation or Spacecraft Products, Aviation Products Liability with a CSL of \$100,000,000. In addition, for any Seller who will be responsible for aircraft in their care, custody and control, hangar keepers liability insurance with adequate limits to cover all such aircraft at any one location.
 - vi) If project involves ownership or lease of an aircraft, on Buyer's behalf, Aviation Hull and War Risk for Replacement Cost or Agreed Value.
 - vii) For foreign direct sales, such insurance as mandated by the country involved.
 - viii) Additional insurance types and/or limits will be necessary if the work involves special or hazardous operations. The special or hazardous operations include, but are not limited to: information technology/cyber risk, dispensing of medical care, operations involving the nuclear hazard, providing professional engineering advice, large construction projects (above \$5,000,000) hazardous waste, food service (including liquor liability), crane operation, work above ground, work below ground, and operations involving demolition or explosives. Following are examples for additional types of insurance:
 - (1) Errors and omissions or professional liability.
 - (2) Commercial Crime, including employee dishonesty coverage, and if relevant, computer crime and wire transfer coverage, with limits of at least \$5 million per occurrence. Coverage must apply to loss or damage to Buyer (or to third parties for whom Services are performed), that is caused by Seller's employees.

- (3) Environmental impairment liability or pollution liability insurance with a minimum limit of \$10 million per event. \$10 million aggregate covering the Seller's relevant locations under this agreement.
- (4) Warehouse liability insurance with a minimum limit of \$10 million, covering the Seller's relevant locations under this agreement. Coverage must not contain exclusions for financial records of any kind.
- ix) Such other insurance as Buyer may require as set forth in this Order or an attachment hereto.
- x) Limits required may be met by any combination of primary and umbrella/excess insurance.
- xi) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Seller.
- xii) The insurance required under this Order must be placed with insurers rated "A-" or better by A.M. Best Company, Inc.
- xiii) The duty to defend, indemnify, and hold harmless Buyer under this agreement shall not be limited by the insurance required in this Order.
- b) The insurance required in this Order shall include the following provisions:
 - i) Seller shall waive the insurer's rights of recovery and subrogation against Buyer;
 - ii) The insurance required in subparagraphs A2, A3, A4, and A5 above, shall name Buyer as an additional insured:
 - iii) Seller's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by Buyer and any insurance, self-insurance or self-retention maintained by Buyer shall be excess of Seller's insurance;
 - iv) Severability of interests wording in all policies and endorsements where Buyer is named as an additional insured:
 - v) The legal defense provided to Buyer under the policy and any endorsements where Buyer is named as an additional insured must be free of any conflicts of interest, even if retention of separate legal counsel for Buyer is necessary; and
 - vi) The insolvency or bankruptcy of the insured Seller shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Seller from meeting the retention limit under the policy.
- c) If requested, Seller shall provide a Certificate of Insurance to the Buyer's Authorized Representative evidencing Seller's compliance with these requirements. Seller shall also furnish renewed certificates upon request of Buyer's Authorized Representative.
- Delivery, Title & Risk of Loss. Title shall pass to Buyer on delivery of the conforming goods to Buyer's designated location. Notwithstanding any agreement to pay freight, express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Buyer. If cost of freight and delivery is not to be borne by Seller, the most economical means and route of shipment shall be employed in transporting and delivering the merchandise. If any other means or route is used, any unauthorized additional expense incurred will be charged to Seller.
- Standards of Business Conduct for Suppliers. Seller shall ensure that its employees are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior. Seller represents and warrants that it has not participated, and will not participate, in any conduct that is considered unethical. Seller shall notify Buyer if at any time Seller becomes aware of any actual or suspected unethical conduct. If Buyer determines that Seller is in engaged in any unethical conduct, Buyer may cancel this Order upon written notice to Seller and Buyer shall have no further obligation to Seller.
- Late Shipments. In this Order and any written agreement, time shall be of the essence. If Seller fails to deliver on time, Buyer may purchase replacements elsewhere and Seller will be liable for actual and reasonable costs and damages Buyer incurs. Seller will promptly notify Buyer if it is unable to comply with the delivery date specified in the Order.
- Invoice/Payment. A separate original invoice is required for each shipment under this Order, and no invoice will cover material on more than one Order. Buyer's purchase order number must appear on all correspondence. Discount period and net payment period will be calculated from date of receipt of invoice or after receipt of the products or services, whichever is later. Payment of invoice does not constitute inspection and acceptance of material covered by this order, but rather such products or services will be subject to inspection, test, acceptance, or rejection in accordance with the acceptance or completion criteria as specified in this order or the relevant written agreement. Buyer may, at its option, either reject products or services that do not comply with the acceptance or completion criteria for a refund, or require Seller, upon Buyer's written instruction, to repair or replace such products or re-perform such services without charge in the timely manner.
- Governing Law. The laws of the State of Arizona, without regard to conflicts of law principles of any jurisdiction, shall govern the validity, interpretation and enforcement of the Order.

- Disputes. Any dispute arising under the Order which is not settled by agreement of the parties shall be settled by arbitration in Phoenix, Arizona pursuant to the Rules of the American Arbitration Association then in effect. Seller expressly agrees and acknowledges that it shall be liable to Buyer for all costs and expenses incurred by Buyer, including attorneys' fees, if Seller files a legal action in any court arising out of the Order or commences arbitration or mediation proceedings in violation of this Section.
- No Waiver. Buyer may only waive a breach of a provision hereof in a writing specifically referencing such intent and no waiver shall constitute or be deemed to be a waiver of any other breach or provision hereof.
- 29) **Entire Agreement.** If there is no written agreement between the parties concerning the subject matter referred to on the face hereof, then the Order and any documents referred to on the face hereof, constitute the entire agreement between the parties
- Order of Precedence. In the event of any inconsistencies among Buyer's documents, the inconsistency will be resolved by giving precedence in the following order: (1) Contract Security Classification Specifications (2) Change Order Document (3) Order Document (4) Order Terms and Conditions (5) FAR/ Defense FAR (6) Statement of work (7) written specifications or drawings, (8) Quality/Mission Assurance Requirements (9) Supplier Data Requirements List/ Data Item Description (10) Other Reference Documents.
- 31) **Rights And Remedies.** Buyer's rights and remedies set forth herein shall not be exclusive but shall be cumulative and in addition to all other rights and remedies available to Buyer in law or equity.
- Seller shall be liable for any failure to perform due to any cause beyond its reasonable control and without its fault or negligence. Such causes include, but are not limited to: (1) acts of God or of the public enemy; (2) acts or failure of any government in either its sovereign or contractual capacity; (3) fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, nuclear incident, or any other act or event beyond reasonable control and without the fault of either Party or its subcontractors. In the event that performance of this Order is hindered, delayed, threatened to be delayed, or adversely affected by causes of the type described above, then the Party whose performance is so affected shall immediately notify the other Party's Authorized Representative in writing, including all relevant information with respect thereof, and shall likewise notify promptly of any subsequent change in the circumstances, and at Buyer's sole option, this Order shall be completed with such adjustments to delivery schedule as are reasonably required by the existence of such cause or this Order may be terminated for convenience.
- Notice To Buyer of Labor Disputes: Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Order; Seller shall immediately give notice thereof, including all relevant information, with respect thereto to Buyer. Seller agrees to insert the substance of this clause, including this paragraph, in any subcontract hereunder as to which a labor dispute may delay the timely performance of this order.

34) Release of Information and Advertising

- a) Except as required by law, Seller shall not release to anyone outside Seller's organization any information, or confirmation or denial of same, with respect to this Order or the subject matter hereof without the prior written approval of Buyer. Requests for approval shall be made at least fifteen (15) days before the proposed date for release and shall identify the specific information to be released, the medium to be used, and the purpose for the release. Additionally, Seller shall not use any Buyer trade name, any Products, parts thereof or replicas of Products, or in any other way identify Buyer in any advertisement, display, news release, or other disclosure without Buyer's prior written consent. The Parties agree that in the event a news release is so approved and made, such news will recognize Buyer and Seller.
- b) The Seller agrees to insert the substance of this clause, including this sentence, in any lower tier subcontract. Seller shall submit requests for authorization to the Buyer.

35) Partial Invalidity, Nonwaiver, Remedies:

- a) If any provision in this Order is or becomes void or unenforceable by force or operation of law, or is deemed invalid, the void, unenforceable or invalid portion shall be severable, and the remaining terms and conditions shall remain in full force and effect.
- b) A Party's failure at any time to enforce any provision of this Order shall not constitute a waiver of the provision or prejudice a Party's right to enforce that provision at any subsequent time.
- c) Each of the rights and remedies reserved by Buyer in this Order shall be cumulative and additional to any other or further remedies provided in law or equity or in this Order.
- Relationship of the Parties: The relationship of Seller to Buyer shall be that of an independent contractor and nothing herein contained shall be construed as creating any employer/employee, agency, or other relationship of any kind. Seller's employees, agents and/or representatives (hereinafter "Employees") performing under this Order shall at all times be under Seller's direction and control and Seller shall so inform them. Seller shall pay all wages, salaries, and other amounts due its Employees in connection with this Order and shall be responsible for all reports

and obligations for its Employees, including, but not limited to, social security and income tax withholdings, unemployment compensation, worker's compensation, and equal employment opportunity reporting. Under no circumstance shall Seller be deemed an agent or representative of Buyer or authorized to commit Buyer in any way.

Statutory Compliance. Seller warrants that in the performance of the Order it will comply with all applicable federal, state, and local laws, regulations, orders and other directives issued pursuant thereto. Seller shall maintain environmental, health and safety management systems as appropriate to ensure compliance with applicable federal, state, and local requirements. Seller further agrees to continuously promote a safe and healthy workplace and a sustainable environment related to water and air quality, water and energy conservation, greenhouse gas emission reductions, solid and hazardous waste reductions. Seller shall convey the requirement of this clause to its suppliers

38) Export/Import and Sanctions Compliance

- a) Export and Sanctions Compliance:
 - i) General. Performance of this Order may involve the use of or access to articles, Technical Data or software that is subject to export controls under 22 United States Code 2751 2799aa-2 (Arms Export Control Act) and 22 C.F.R. 120-130 (International Traffic in Arms Regulations or "ITAR") or 50 United States Code 4801 4826 (Export Control Reform Act of 2018), 15 C.F.R. 730-774 (Export Administration Regulations), 50 United States Code 1701-1708, (International Emergency Economic Powers Act, as amended), and their successor and supplemental laws and regulations, or may implicate U.S. sanctions laws and regulations, including those administered by the U.S. Department of Treasury Office of Foreign Assets Control in 31 C.F.R. 500-599, and their successor and supplemental laws and regulations (collectively hereinafter referred to as the "Export and Sanctions Laws and Regulations"). Seller shall comply with any and all Export and Sanctions Laws and Regulations, and any authorization(s) issued thereunder.
 - (1) Registration: If Seller is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) Defense Articles or furnishing Defense Services, Seller represents that it shall maintain an active registration with the U.S. Department of State's Directorate of Defense Trade Controls, as required by the ITAR, throughout the performance of this Order, and that it maintains an effective export and import compliance program in accordance with the ITAR.
 - (2) Seller shall not re-transfer any export-controlled articles or information (e.g. Technical Data or software) to any other non-U.S. person or entity (including Seller's dual and/or third-country national employees) without first complying with all the requirements of the applicable Export and Sanctions Laws and Regulations. Prior to any proposed re-transfer, Seller shall first obtain the written consent of Buyer. No consent granted by Buyer in response to Seller's request shall relieve Seller of its obligations to comply with the provisions of paragraph A. of this clause or the Export and Sanctions Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of paragraph A. hereinabove, nor constitute consent for Seller to violate any provision of the Export and Sanctions Laws and Regulations.
 - ii) Political Contributions. Fees and Commissions
 - (1) If this Order is valued in an amount of \$500,000 or more, then in performance of this Order, Seller shall not directly or indirectly pay, offer or agree to pay any political contributions or any fees or commissions, in each case as defined below.
 - (a) For purposes of this clause and pursuant to 22 C.F.R. 130.6, "political contribution" means any loan, gift, donation or other payment of \$1,000 or more made, or offered or agreed to be made, directly or indirectly, whether in cash or in kind, which is:
 - (i) To or for the benefit of, or at the direction of, any non-U.S. candidate, committee, political party, political faction, or government or governmental subdivision, or any individual elected, appointed or otherwise designated as an employee or officer thereof; and
 - (ii) For the solicitation or promotion or otherwise to secure the conclusion of a sale of Defense Articles or Defense Services to or for the use of the armed forces of a non-U.S. country or international organization. Taxes, customs duties, license fees, and other charges required to be paid by applicable law or regulation are not regarded as political contributions.
 - (b) For purposes of this clause and pursuant to 22 C.F.R. 130.5, "fee or commission" means any loan, gift, donation or other payment of \$1,000 or more made, or offered or agreed to be made directly or indirectly, whether in cash or in kind, and whether or not pursuant to a written contract, which is:
 - (i) To or at the direction of any person, irrespective of nationality, whether or not employed by or affiliated with Seller; and
 - (ii) For the solicitation or promotion or otherwise to secure the conclusion of a sale of Defense Articles or Defense Services to or for the use of the armed forces of a non-U.S. country or international organization.

- (2) Seller agrees to provide prompt notification to Buyer's Authorized Representative should any offer, agreement or payment of political contributions, fees or commissions (as defined herein and pursuant to this Order) be made in contravention of the prohibition in this Section B.
- iii) Export Jurisdiction/Classification: Seller shall provide the applicable Export Control Classification Number "ECCN") or ITAR categorization for all Products furnished by Seller to Buyer, except when Seller is manufacturing to Buyer's design. If Seller is not the original equipment manufacturer, Seller shall obtain the ECCN or ITAR classification information from its source of supply. Seller will include the ECCN or ITAR designation on its packing slips and shipping documentation and also provide to Buyer on Buyer's request.
- iv) Import Compliance: Seller shall comply with all U.S. Customs and Border Protection laws and regulations (e.g., 19 C.F.R.) and all other applicable U.S.G. regulations pertaining to importations of Products and
- v) materials into the United States under this Order. Seller shall assume all U.S. import responsibilities, to include designation as U.S. Importer of Record, Customs clearance, duty, permits, licenses, taxes, and fees for Products entering into the United States under this Order. Unless otherwise agreed in writing, Buyer will not assume any import liabilities for Products and materials procured through this Order. Seller shall obtain the written consent of Buyer prior to causing Products to be shipped directly (i.e., "drop shipped") from the premises of any non-U.S. supplier to Buyer's facility.
- Offset Commitment (This clause shall only apply to Orders/Industrial Cooperation in excess of \$250,000.00) A. Definition: "Offset" means the obligations that Buyer undertakes, including those characterized as industrial cooperation, to assist a customer country in reducing any trade imbalance caused by its purchase of Buyer's Products or Services B. 'Offset credits resulting from this Order and any credits resulting from orders placed hereunder to Seller's suppliers and subcontractors are the exclusive property of Buyer and may be used by Buyer and its affiliates and subsidiaries to fulfill its Offset obligations. C. Seller shall provide a copy to Buyer of each purchase order or subcontract placed under this Order which is with a non-U.S. source and exceeds \$100,000.00. Seller shall also provide any information and assistance to Buyer that Buyer may reasonably request in support of Buyer's efforts to secure' Offset credit. D. Seller agrees to insert the substance of this clause, including this sentence, in any lower—tier purchase order or subcontract.
- 40) Anti-Trafficking in Persons A. Seller is prohibited from engaging in activities that support or promote trafficking in persons, including, but not limited to, any of the following: 1. Trafficking in persons, including, but not limited to the following: a. sex trafficking; or b. the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, debt bondage, or slavery. 2. The procurement of a commercial sex act;3. The use of forced labor in the performance of company business;4. The use of misleading or fraudulent recruitmentactivities;5. Charging employees recruitment fees; 6. Failing to pay for the return transportation at the end of employment for an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working; 7. Providing or arranging housing that fails to meet the host country housing and safety standards; or 8. If required, failing to provide an employment contract, recruitment agreement, or similar work document in writing, in the individual's native language and prior to the individual departing from his or her country of origin. B. Seller represents and warrants that it shall abide by and comply with the requirements of this clause. Further, Seller shall require its employees, agents, contract laborers and subcontractors to abide by and comply with the requirements of this clause. C. Upon written notice, Buyer or its Authorized Representatives may audit all pertinent books, records, work sites, offices, and documentation of Seller in order to verify compliance with this clause. Seller agrees to cooperate with and provide Buyer with any information reasonably requested in support of Buyer's due diligence or other efforts and in order to verify compliance with this clause. Seller will, in all of its lower tier subcontracts and contracts relating to this or any other Buyer Order with Seller, include provisions which secure for Buyer all of the rights and protections provided for within this clause. D. Seller acknowledges that if Seller or any of its employees, agents, contract laborers or subcontractors engages in any of the prohibited activities in this clause, this Order is subject to termination, E. Whenever Seller has knowledge, whether substantiated or not, that any actual or suspected violation of this clause has occurred, Seller shall immediately give written notice to Buyer's Authorized Representative and provide all relevant information including, but not limited to, the nature of the actual or suspected violation. F. Seller shall provide its full cooperation during any subsequent investigation of the actual or suspected violation by Buyer, Buyer's representative, or cognizant government agency. Seller's cooperation shall include, but not be limited to, permitting inspection of its work sites, offices, and documentation, as necessary to support any investigation. G. Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract.
- The following clauses set forth in the FAR and DFARS as in effect on the date of this purchase order, unless otherwise noted, are incorporated herein by reference. The listed FAR and DFARS clauses are incorporated

herein as if set forth in full text unless made inapplicable by its corresponding note, if any. Seller shall include the appropriate FAR and DFARS clauses as required in any lower-tier subcontract. Whenever said clauses include a requirement for the resolution of disputes between the Parties in accordance with the FAR "Disputes" clause, the dispute shall instead be disposed of in accordance with the clause entitled "Disputes" in these terms and conditions. Where necessary to derive proper meaning in a subcontract situation from these clauses, "Contractor" means "Seller," "Contracting Officer" means "Buyer," "Contract" means this Order and "Government" means "Buyer or the Government." However, the words "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 the Prime Contract Contracting Officer or duly authorized representative, (2) when title to property is to be transferred directly to the Government, and (3) in FAR 52.227-1, 52.227-2, and DFARS 252.227-7013 and 252.227-7014.

FAR	Title	Link to Text
Reference		
52.203-3	Gratuities	https://www.acquisition.gov/far/52.203-3
52.203-6	Restrictions on Subcontractor Sales to the Government	https://www.acquisition.gov/far/52.203-6
52.203-7	Anti-Kickback Procedures.	https://www.acquisition.gov/far/52.203-7
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	https://www.acquisition.gov/far/52.203-12
52.203-13	Contractor Code of Business Ethics and Conduct.	https://www.acquisition.gov/far/52.203-13
52.203-14	Display of Hotline Poster(s).	https://www.acquisition.gov/far/52.203-14
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.	https://www.acquisition.gov/far/52.203-15
52.203-16	Preventing Personal Conflicts of Interest.	https://www.acquisition.gov/far/52.203-16
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.	https://www.acquisition.gov/far/52.203-17
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	https://www.acquisition.gov/far/52.203-18
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	https://www.acquisition.gov/far/52.203-19
52.204-2	Security Requirements.	https://www.acquisition.gov/far/52.204-2
52.204-9	Personal Identity Verification of Contractor Personnel.	https://www.acquisition.gov/far/52.204-9
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	https://www.acquisition.gov/far/52.204-10
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	https://www.acquisition.gov/far/52.204-21
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	https://www.acquisition.gov/far/52.204-23
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	https://www.acquisition.gov/far/52.204-24
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	https://www.acquisition.gov/far/52.204-25

52.204-27	Prohibition on a ByteDance Covered Application	https://www.acquisition.gov/far/52.204-27
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	https://www.acquisition.gov/far/52.209-6
52.211-5	Material Requirements.	https://www.acquisition.gov/far/52.211-5
52.211-15	Defense Priority and Allocation Requirements.	https://www.acquisition.gov/far/52.211-15
52.215-2	Audit and Records-Negotiation	https://www.acquisition.gov/far/52.215-2
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	https://www.acquisition.gov/far/52.215-10
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications.	https://www.acquisition.gov/far/52.215-11
52.215-12	Subcontractor Certified Cost or Pricing Data.	https://www.acquisition.gov/far/52.215-12
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications.	https://www.acquisition.gov/far/52.215-13
52.215-14	Integrity of Unit Prices.	https://www.acquisition.gov/far/52.215-14
52.215-15	Pension Adjustments and Asset Reversions.	https://www.acquisition.gov/far/52.215-15
52.215-16	Facilities Capital Cost of Money.	https://www.acquisition.gov/far/52.215-16
52.215-17	Waiver of Facilities Capital Cost of Money.	https://www.acquisition.gov/far/52.215-17
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	https://www.acquisition.gov/far/52.215-18
52.215-19	Notification of Ownership Changes.	https://www.acquisition.gov/far/52.215-19
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data.	https://www.acquisition.gov/far/52.215-20
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications.	https://www.acquisition.gov/far/52.215-21
52.215-23	Limitations on Pass-Through Charges.	https://www.acquisition.gov/far/52.215-23
52.216-16	Incentive Price Revision-Firm Target.	https://www.acquisition.gov/far/52.216-16
52.216-17	Incentive Price Revision-Successive Targets.	https://www.acquisition.gov/far/52.216-17
52.219-8	Utilization of Small Business Concerns.	https://www.acquisition.gov/far/52.219-8
52.219-9	Small Business Subcontracting Plan.	https://www.acquisition.gov/far/52.219-9
52.222-1	Notice to the Government of Labor Disputes.	https://www.acquisition.gov/far/52.222-1
52.222-4	Contract Work Hours and Safety Standards -Overtime Compensation.	https://www.acquisition.gov/far/52.222-4
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment.	https://www.acquisition.gov/far/52.222-20

52.222-21	Contracts for Materials, Supplies, Articles, and Equipment.	https://www.acquisition.gov/far/52.222-21
52.222-26	Equal Opportunity.	https://www.acquisition.gov/far/52.222-26
52.222-35	Equal Opportunity for Veterans.	https://www.acquisition.gov/far/52.222-35
52.222-36	Equal Opportunity for Workers with Disabilities.	https://www.acquisition.gov/far/52.222-36
52.222-37	Employment Reports on Veterans.	https://www.acquisition.gov/far/52.222-37
52.222-38	Compliance with Veterans' Employment Reporting Requirements.	https://www.acquisition.gov/far/52.222-38
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	https://www.acquisition.gov/far/52.222-40
52.222-41	Service Contract Labor Standards.	https://www.acquisition.gov/far/52.222-41
52.222-50	Combating Trafficking in Persons.	https://www.acquisition.gov/far/52.222-50
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements.	https://www.acquisition.gov/far/52.222-51
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements.	https://www.acquisition.gov/far/52.222-53
52.222-54	Employment Eligibility Verification.	https://www.acquisition.gov/far/52.222-54
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026.	https://www.acquisition.gov/far/52.222-55
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	https://www.acquisition.gov/far/52.222-56
52.222-62	Paid Sick Leave Under Executive Order	https://www.acquisition.gov/far/52.222-62
52.223-3	Hazardous Material Identification and Material Safety Data.	https://www.acquisition.gov/far/52.223-3
52.223-7	Notice of Radioactive Materials.	https://www.acquisition.gov/far/52.223-7
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	https://www.acquisition.gov/far/52.223-11
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	https://www.acquisition.gov/far/52.223-18
52.224-2	Privacy Act.	https://www.acquisition.gov/far/52.224-2
52.225-1	Buy American-Supplies	https://www.acquisition.gov/far/52.225-1
52.225-8	Duty-Free Entry.	https://www.acquisition.gov/far/52.225-8
52.225-13	Restrictions on Certain Foreign Purchases.	https://www.acquisition.gov/far/52.225-13
52.225-26	Contractors Performing Private Security Functions Outside the United States.	https://www.acquisition.gov/far/52.225-26
52.227-1	Authorization and Consent.	https://www.acquisition.gov/far/52.227-1
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	https://www.acquisition.gov/far/52.227-2
52.227-9	Refund of Royalties.	https://www.acquisition.gov/far/52.227-9
52.227-10	Filing of Patent Applications-Classified Subject Matter.	https://www.acquisition.gov/far/52.227-10
52.227-11	Patent Rights-Ownership by the Contractor.	https://www.acquisition.gov/far/52.227-11

52.228-5	Insurance-Work on a Government Installation.	https://www.acquisition.gov/far/52.228-5
52.230-2	Cost Accounting Standards.	https://www.acquisition.gov/far/52.230-2
52.230-3	Disclosure and Consistency of Cost Accounting Practices.	https://www.acquisition.gov/far/52.230-3
52.230-6	Administration of Cost Accounting Standards.	https://www.acquisition.gov/far/52.230-6
52.232-17	Interest.	https://www.acquisition.gov/far/52.232-17
52.232-39	Unenforceability of Unauthorized Obligations.	https://www.acquisition.gov/far/52.232-39
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	https://www.acquisition.gov/far/52.232-40
52.234-1	Industrial Resources Developed Under Title III, Defense Production Act.	https://www.acquisition.gov/far/52.234-1
52.236-13	Accident Prevention.	https://www.acquisition.gov/far/52.236-13
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	https://www.acquisition.gov/far/52.237-2
52.242-13	Bankruptcy.	https://www.acquisition.gov/far/52.242-13
52.242-15	Stop-Work Order.	https://www.acquisition.gov/far/52.242-15
52.244-5	Competition in Subcontracting.	https://www.acquisition.gov/far/52.244-5
52.244-6	Subcontracts for Commercial Products and Commercial Services.	https://www.acquisition.gov/far/52.244-6
52.245-1	Government Property.	https://www.acquisition.gov/far/52.245-1
52.246-2	Inspection of Supplies-Fixed-Price.	https://www.acquisition.gov/far/52.246-2
52.246-4	Inspection of Services-Fixed-Price.	https://www.acquisition.gov/far/52.246-4
52.247-63	Preference for U.SFlag Air Carriers.	https://www.acquisition.gov/far/52.247-63
52.247-64	Preference for Privately Owned U.SFlag Commercial Vessels.	https://www.acquisition.gov/far/52.247-64
52.248-1	Value Engineering.	https://www.acquisition.gov/far/52.248-1
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies.	https://www.acquisition.gov/dfars/252.203- 7001-prohibition-persons-convicted-fraud-or- other-defense-contract-related-felonies.
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	https://www.acquisition.gov/dfars/252.203- 7002-requirement-inform-employees- whistleblower-rights.
252.203-7003	Agency Office of the Inspector General.	https://www.acquisition.gov/dfars/252.203- 7003-agency-office-inspector-general.
252.203-7004	Display of Hotline Posters.	https://www.acquisition.gov/dfars/252.203- 7004-display-hotline-posters.
252.204-7000	Disclosure of Information.	https://www.acquisition.gov/dfars/252.204- 7000-disclosure-information.
252.204-7004	Antiterrorism Awareness Training for Contractors.	https://www.acquisition.gov/dfars/252.204- 7004-antiterrorism-awareness-training- contractors.

252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	https://www.acquisition.gov/dfars/252.204- 7009-limitations-use-or-disclosure-third-party- contractor-reported-cyber-incident- information.
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	https://www.acquisition.gov/dfars/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.	https://www.acquisition.gov/dfars/252.204- 7014-limitations-use-or-disclosure- information-litigation-support-contractors.
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	https://www.acquisition.gov/dfars/252.204- 7015-notice-authorized-disclosure- information-litigation-support.
252.204-7016	Covered Defense Telecommunications Equipment or Services—Representation.	https://www.acquisition.gov/dfars/252.204- 7016-covered-defense-telecommunications- equipment-or- services%E2%80%94representation.
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation.	https://www.acquisition.gov/dfars/252.204-7017-prohibition-onthe-acquisition-covered-defense-telecommunications-equipmentor-services%E2%80%94representation.
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	https://www.acquisition.gov/dfars/252.204- 7018-prohibition-onthe-acquisition-covered- defense-telecommunications-equipmentor- services.
252.204-7019	Notice of NISTSP 800-171 DoD Assessment Requirements.	https://www.acquisition.gov/dfars/252.204- 7019-notice-nistsp-800-171-dod-assessment- requirements.
252.204-7020	NIST SP 800-171DoD Assessment Requirements.	https://www.acquisition.gov/dfars/252.204- 7020-nist-sp-800-171dod-assessment- requirements.
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material.	https://www.acquisition.gov/dfars/252.208- 7000-intent-furnish-precious-metals- government-furnished-material.
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	https://www.acquisition.gov/dfars/252.209- 7004-subcontracting-firms-are-owned-or- controlled-government-country-state- sponsor-terrorism.
252.211-7003	Item Unique Identification and Valuation.	https://www.acquisition.gov/dfars/252.211- 7003-item-unique-identificationand-valuation.

252.211-7007	Reporting of Government-Furnished Property.	https://www.acquisition.gov/dfars/252.211- 7007-reporting-government- furnishedproperty.
252.211-7008	Use of Government-Assigned Serial Numbers	https://www.acquisition.gov/dfars/252.211- 7008-use-government-assignedserial-numbers
252.219-7003	Small Business Subcontracting Plan (DoD Contracts).	https://www.acquisition.gov/dfars/252.219- 7003-small-business-subcontracting-plan-dod- contracts.
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	https://www.acquisition.gov/dfars/252.222- 7006-restrictions-use-mandatory-arbitration- agreements.
252.223-7001	Hazard Warning Labels.	https://www.acquisition.gov/dfars/252.223- 7001-hazard-warning-labels.
252.223-7002	Safety Precautions for Ammunition and Explosives.	https://www.acquisition.gov/dfars/252.223- 7002-safety-precautions-ammunition-and- explosives.
252.223-7003	Change in Place of Performance— Ammunition and Explosives.	https://www.acquisition.gov/dfars/252.223- 7003-change-place- performance%E2%80%94ammunition-and- explosives.
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	https://www.acquisition.gov/dfars/252.223- 7006-prohibition-storage-treatment-and- disposal-toxic-or-hazardous-materials.
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives.	https://www.acquisition.gov/dfars/252.223- 7007-safeguarding-sensitive-conventional- arms-ammunition-and-explosives.
252.223-7008	Prohibition of Hexavalent Chromium.	https://www.acquisition.gov/dfars/252.223- 7008-prohibition-hexavalent-chromium.
252.225-7001	Buy American and Balance of Payments Program.	https://www.acquisition.gov/dfars/252.225- 7001-buy-american-andbalance-payments- program.
252.225-7002	Qualifying Country Sources as Subcontractors.	https://www.acquisition.gov/dfars/252.225- 7002-qualifying-country-sources- assubcontractors.
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies.	https://www.acquisition.gov/dfars/252.225- 7007-prohibition-acquisition-certain-items- communist-chinese-military-companies.
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals.	https://www.acquisition.gov/dfars/252.225- 7009-restriction-onacquisition-certain-articles- containing-specialty-metals.

252.225-7012	Preference for Certain Domestic Commodities.	https://www.acquisition.gov/dfars/252.225- 7012-preference-certain-domestic- commodities.
252.225-7013	Duty-Free Entry.	https://www.acquisition.gov/dfars/252.225- 7013-duty-free-entry.
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools.	https://www.acquisition.gov/dfars/252.225- 7015-restriction-acquisition-hand-or- measuring-tools.
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings.	https://www.acquisition.gov/dfars/252.225- 7016-restriction-acquisition-ball-and-roller- bearings.
252.225-7021	Trade Agreements.	https://www.acquisition.gov/dfars/252.225- 7021-trade-agreements.
252.225-7025	Restriction on Acquisition of Forgings.	https://www.acquisition.gov/dfars/252.225- 7025-restriction-acquisition-forgings.
252.225-7028	Exclusionary Policies and Practices of Foreign Governments.	https://www.acquisition.gov/dfars/252.225- 7028-exclusionary-policies-and-practices- foreign-governments.
252.255-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate.	https://www.acquisition.gov/dfars/252.225- 7030-restriction-acquisition-carbon-alloy- and-armor-steel-plate.
252.225-7033	Waiver of United Kingdom Levies.	https://www.acquisition.gov/dfars/252.225- 7033-waiver-united-kingdom-levies.
252.225-7036	Buy American—Free Trade Agreements— Balance of Payments Program.	https://www.acquisition.gov/dfars/252.225- 7036-buy-american%E2%80%94freetrade- agreements%E2%80%94balance-payments- program.
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States.	https://www.acquisition.gov/dfars/252.225- 7040-contractor-personnel-supporting-u.s armed-forces-deployed-outside-united-states.
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States.	https://www.acquisition.gov/dfars/252.225- 7043-antiterrorismforce-protection- defense-contractors-outside-united-states.
252.225-7048	Export-Controlled Items.	https://www.acquisition.gov/dfars/252.225- 7048-export-controlled-items.
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	https://www.acquisition.gov/dfars/252.225- 7052-restriction-acquisition-certain-magnets- tantalum-and-tungsten.

252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	https://www.acquisition.gov/dfars/252.225- 7056-prohibition-regarding-business- operations-maduro-regime.
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	https://www.acquisition.gov/dfars/252.225-7058-postaward-disclosure-employment-individuals-who-work-people%E2%80%99s-republic-china.
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	https://www.acquisition.gov/dfars/252.225-7060-prohibition-certain-procurements-xinjiang-uyghur-autonomous-region.
252.226-7001	Utilization of Indian Organizations, Indian- Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	https://www.acquisition.gov/dfars/252.226- 7001-utilization-indian-organizations-indian- owned-economic-enterprises-and-native- hawaiian-small-business-concerns.
252.227-7013	Rights in Technical Data—Noncommercial Items.	https://www.acquisition.gov/dfars/252.227- 7013-rights- technicaldata%E2%80%94noncommercial- items.
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.	https://www.acquisition.gov/dfars/252.227- 7014-rights-noncommercial-computer- software-and-noncommercial-computer- software-documentation.
252.227-7015	Technical Data-Commercial Items.	https://www.acquisition.gov/dfars/252.227- 7015-technical-data-commercialitems.
252.227-7016	Rights in Bid or Proposal Information.	https://www.acquisition.gov/dfars/252.227-7016-rights-bidor-proposal-information.
252.227-7019	Validation of Asserted Restrictions— Computer Software.	https://www.acquisition.gov/dfars/252.227- 7019-validation-asserted- restrictions%E2%80%94computer-software.
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.	https://www.acquisition.gov/dfars/252.227-7025-limitations-use-or-disclosure-government-furnished-information-marked-restrictive-legends.
252.227-7026	Deferred Delivery of Technical Data or Computer Software.	https://www.acquisition.gov/dfars/252.227- 7026-deferred-delivery-technical-data-or- computer-software.
252.227-7027	Deferred Ordering of Technical Data or Computer Software.	https://www.acquisition.gov/dfars/252.227- 7027-deferred-ordering-technical-data-or- computer-software.

252.227-7030	Technical Data—Withholding of Payment.	https://www.acquisition.gov/dfars/252.227-7030-technical-data%E2%80%94withholding-payment.
252.227-7037	Validation of Restrictive Markings on Technical Data.	https://www.acquisition.gov/dfars/252.227- 7037-validation-restrictive-markings-technical- data.
252.227-7038	Patent Rights—Ownership by the Contractor (Large Business).	https://www.acquisition.gov/dfars/252.227- 7038-patent-rights%E2%80%94ownership- contractor-large-business.
252.227-7039	Patents—Reporting of Subject Inventions.	https://www.acquisition.gov/dfars/252.227- 7039-patents%E2%80%94reporting-subject- inventions.
252.228-7001	Ground and Flight Risk.	https://www.acquisition.gov/dfars/252.228- 7001-ground-and-flight-risk.
252.228-7005	Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles.	https://www.acquisition.gov/dfars/252.228- 7005-mishap-reporting-and-investigation- involving-aircraft-missiles-and-space-launch- vehicles.
252.231-7000	Supplemental Cost Principles.	https://www.acquisition.gov/dfars/252.231- 7000-supplemental-cost-principles.
252.232-7017	Accelerating Payments to Small Business Subcontractors—Prohibition on Fees and Consideration.	https://www.acquisition.gov/dfars/252.232- 7017-accelerating-payments-smallbusiness- subcontractors%E2%80%94prohibition-fees- and-consideration.
252.235-7003	Frequency Authorization.	https://www.acquisition.gov/dfars/252.235- 7003-frequency-authorization.
252.239-7000	Protection Against Compromising Emanations.	https://www.acquisition.gov/dfars/252.239- 7000-protection-against-compromising- emanations.
252.239-7010	Cloud Computing Services.	https://www.acquisition.gov/dfars/252.239- 7010-cloud-computing-services.
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services.	https://www.acquisition.gov/dfars/252.239- 7016-telecommunications-security- equipment-devices-techniques-and-services.
252.243-7001	Pricing of Contract Modifications.	https://www.acquisition.gov/dfars/252.243-7001-pricing-contract-modifications.
252.243-7001	Pricing of Contract Modifications.	https://www.acquisition.gov/dfars/252.243-7001-pricing-contract-modifications.
252.243-7002	Requests for Equitable Adjustment.	https://www.acquisition.gov/dfars/252.243-7002-requests-equitable-adjustment.
252.244-7000	Subcontracts for Commercial Items.	https://www.acquisition.gov/dfars/252.244-7000-subcontracts-forcommercial-items.

252.246-7001	Warranty of Data.	https://www.acquisition.gov/dfars/252.246- 7001-warranty-data.
252.246-7003	Notification of Potential Safety Issues.	https://www.acquisition.gov/dfars/252.246- 7003-notification-potential-safety-issues.
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System.	https://www.acquisition.gov/dfars/252.246- 7007-contractor-counterfeit-electronic-part- detection-and-avoidance-system.
252.246-7008	Sources of Electronic Parts.	https://www.acquisition.gov/dfars/252.246- 7008-sources-electronic-parts.
252.247-7023	Transportation of Supplies by Sea.	https://www.acquisition.gov/dfars/252.247- 7023-transportation-supplies-sea.
252.249-7002	Notification of Anticipated Contract Termination or Reduction.	https://www.acquisition.gov/dfars/252.249- 7002-notification-anticipated-contract- termination-or-reduction.