

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

SPECIAL U.S. GOVERNMENT PROVISIONS. The provisions set forth hereunder shall apply in addition to those terms in the Purchase Order/Agreement (hereinafter the “AGREEMENT”) or attached/referenced in the AGREEMENT and incorporated by reference. Seller hereby agrees to flow down the applicable FAR, DFARS, or other agency clauses to its lower-tier subcontractors as required.

1. **Audits.** Seller agrees that its books and records and its plans or any such part thereof as may be engaged in the performance of this AGREEMENT, shall at all reasonable times be subject to inspection and audit by any person designated by the head of any executive department of the U. S. Government or any representative of Buyer.
2. **Quality Control.** Except as otherwise provided in this AGREEMENT, Seller’s system of Quality Control during the performance of this AGREEMENT shall be in accordance with the specifications as are required by Buyer’s prime contract or higher tier AGREEMENT.
3. **Modification.** Seller agrees it will negotiate AGREEMENT modification(s) in good faith to incorporate additions, deletions, and changes to the clauses set forth below if Buyer deems them necessary to comply with Buyer’s Contract or modifications to Buyer’s Contract. If any such modification to this Purchase Order causes an increase or decrease in the cost, or the time required for the performance, of any part of the work under this AGREEMENT, an equitable adjustment shall be made pursuant to the “Changes” clause of this Purchase Order. Seller shall proceed immediately to perform this AGREEMENT as changed.
4. **Government/Buyers Property.** Seller shall maintain and administer a program for the maintenance, repair, protection, and preservation of Buyer and Government property in accordance with FAR 52.245-1. Seller assumes risk of and shall be responsible for any loss or damage to Government property except for reasonable wear and tear and except to the extent that such property is incorporated in the Goods delivered under this AGREEMENT. The Buyer or Government makes no warranty, express or implied, with respect to the serviceability and or suitability of property of performance of this AGREEMENT. Any repairs, replacements or refurbishments shall be at the Seller’s expense. Upon completion of this Order or at such earlier times as Buyer may request, Seller shall submit, in acceptable form, inventory schedules covering all items of Buyer and Government property pertaining to this AGREEMENT. In addition, upon the request of the Buyer, the Seller may be required to furnish a list of all Buyer and Government property required to support any follow-on requirement. This list shall be in an acceptable format and identify the category, quantity and acquisition cost. To the extent that such use will not interfere with Seller's performance of this or other AGREEMENTS from Buyers, this clause shall not limit the use by the Seller of property to which the Government has title in the production of end items on direct Government Order; however, nothing herein will be deemed to contravene the rights of the Government under FAR 52.245-1.
5. **Clauses.** The following clauses of the FAR, DFARS, or other agency clauses are incorporated herein by reference, as applicable, and made part hereof with the same force and effect as if they were given in full text, including any notes following the clause citations, to this AGREEMENT. The clauses in effect in the Buyer’s Contract on the date of this Purchase Order are incorporated by reference and any changes, if necessary, to each such clause, including dates, shall be made to be consistent to the requirements of Buyer's customer. Upon Seller's written request, Buyer's Purchasing Representative will make their full text available. Also, the full text of a FAR, DFARS, or agency clause may be accessed electronically at this addresses: <https://www.acquisition.gov> or <https://www.acq.osd.mil/dpap/dars/index.html>. In all clauses listed herein, terms shall be revised to suitably identify the party to establish Seller’s obligations to Buyer and to the Government; and to enable Buyer to meet its obligations under its prime contract. 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/Claims” in the Standard General Terms and Conditions for Goods & Services. Without limiting the generality of the foregoing, and except where further clarified or modified below,

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the term “Government” and equivalent phrases shall mean “Buyer”, the term “Contracting Officer” shall mean “Buyer’s Purchasing Representative”, the term “Contractor” or “Offeror” shall mean “Seller”, “Subcontractor” shall mean “Seller’s Subcontractor” under this AGREEMENT, and the term “Contract” shall mean this “AGREEMENT”. For the avoidance of doubt, 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, such as in FAR 52.227-1 and FAR 52.227-2 and (2) when title to property is to be transferred directly to the Government. Nothing in this AGREEMENT grants Seller a direct right of action against the Government. If any of the following FAR, DFARS, or agency clauses do not apply to this AGREEMENT, such clauses are considered to be self-deleting. The column appearing in Table One and Two below titled “Conditions” identifies the triggering requirements that make each Clause applicable to the AGREEMENT. Buyer’s notations in this Column are provided for reference only and shall not serve to render an applicable Clause inapplicable where the terms of the Clause differ from Buyer’s notation. Seller is responsible for confirming the applicability of each Clause while performing this AGREEMENT. Seller shall incorporate into each lower tier contract issued in support of this AGREEMENT all applicable FAR, DFARS, or agency clauses in accordance with the flow down requirements specified in such clauses, either verbatim, or in substance and by incorporation-by-reference or otherwise as appropriate.

6. FAR and DFARS Representations and Certifications. Buyer and Seller acknowledge that certain FAR and DFARS below concern representations and certifications by the offeror only to the United States Government for the solicitation or response to the RFP. Seller agrees to comply with such requirements as if it was the prime contractor and will reasonably assist Buyer in confirming or answering such FAR and DFARS representations and certifications, including any follow-on questions by the United States Government or its respective agencies or departments. Seller acknowledges it has had the opportunity to inquire as to the clauses present in Buyer’s contract and agrees to be bound to such clauses in the manner listed below.

7. Commercial Items/ Non-Commercial Items. If Seller is providing Buyer with Products that Seller determines are Commercial Items or COTS (Commercial Item Off the Shelf) as those terms are defined within FAR 2.101, then Seller shall adhere to all applicable FAR and DFARS clauses that appear in Table One below. If Seller is providing Buyer with Products that Seller determines are Non-Commercial Items, as that term is defined within FAR 2.101, the Seller shall adhere to all applicable FAR and DFARS clauses that appear in Table Two below. Where Seller is providing Buyer with Products that are a mix of Commercial Items and/or COTS, and Non-Commercial Items Seller shall adhere to all applicable FAR and DFARS clauses that appear in Table Two below. Clauses appearing below Table One and Table Two, written in full text, shall be applicable unless otherwise stated within each such clause.

8. This Project is subject to FAR 52.211-15. The DPAS Rating for this Project: DO-A6

Conditions Legend
ALL – clause applies to all orders
SAT – Applicable to orders greater than \$250,000.00 (or the simplified acquisition threshold)
SB - Applicable to small business concern
>15k - Applicable to orders greater than \$15,000.00
>35k - Applicable to orders greater than \$35,000.00
>150k - Applicable to orders greater than \$150,000.00
>500k - Applicable to orders greater than \$500,000.00
>700k - Applicable to orders greater than \$700,000.00
>750k - Applicable to orders greater than \$750,000.00
>1M - Applicable to orders greater than \$1,000,000.00

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>2M - Applicable to orders greater than \$2,000,000.00
>6M - Applicable to orders greater than \$6,000,000.00
>10M - Applicable to orders greater than \$10,000,000.00
GP - Applicable in order where government property is acquired or furnished.
Government installation - Applicable in order that requires work on a government installation.
DBA Act – Where the Defense Base Act is applicable.
Outside US - Applicable in order in areas of combat operations, or other military operations
Foreign - Applicable in order in designated operational areas during contingency operations, humanitarian or peacekeeping or other military operations. Also while supporting diplomatic or consular operations
SI - Applicable in order for containing sensitive information, have access to a system of records; Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or Design, develop, maintain, or operate a system of records.
HUBZONE - need to be certified.
FPA - Applicable in order for fixed price acquisitions.
Price reductions - Applicable in order when it is contemplated that certified cost or pricing data will be required from the contractor or any subcontractor for the pricing of contract modifications.
Government unique standards - Applicable in order when the contract uses these standards when the agency uses transaction-based reporting.
Federal Controlled Facility - Applicable in order for when the subcontractor’s employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally controlled information system.
Motor Carrier – Applicable in order for carriage in which a motor carrier, broker or freight forwarder will provide or arrange truck transportation services the provide for a full related adjustment.
!! - Applicable in order where repairable or consumable parts identified as critical safety items, systems and subsystems, assemblies and subassemblies integral to a system or all of the maintenance and repair into those items.
Welded shipboard - Applicable in order for items containing welded shipboard anchor and mooring chain four inches or less in diameter.
AA&E - Applicable in order where development, production, manufacture or purchase of AA&E or when AA&E will be provided as Government furnished property

TABLE ONE

Condition	Regulation	Title	Date
All	FAR 52.203-7	Anti-Kickback Procedures.	(JUN 2020)
All	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	(JUN 2020)
All	FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	(JAN 2017)
All	FAR 52.204-2	Security Requirements.	(MAR 2021)
All	FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	(JUN 2020)
All	FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.	(DEC 2023)
All	FAR 52.204-27	Prohibition on a Byte Dance Covered Application.	(JUN 2023)

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All	FAR 52.209-6,	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. .	(JAN 2025)
All	FAR 52.211-5	Material Requirements.	(AUG 2000)
All	FAR 52.215-2	Audit and Records - Negotiation.	(JUN 2020)
All	FAR 52.215-15	Pension Adjustments and Asset Reversions.	(OCT 2010)
All	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	(JUL 2005)
All	FAR 52.215-19	Notification of Ownership Changes.	(OCT 1997)
All	FAR 52.215-23	Limitations on Pass-Through Charges	(JUN 2020)
All	FAR 52.219-8	Utilization of Small Business Concerns.	(JAN 2025)
>750k	FAR 52.219-9	Small Business Subcontracting Plan.	(JAN 2025)
All	FAR 52.222-35	Equal Opportunity for Veterans.	(JUN 2020)
All	FAR 52.222-36	Equal Opportunity for Workers with Disabilities.	(JUN 2020)
All	FAR 52.222-37	Employment Reports on Veterans.	(JUN 2020)
All	FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	(DEC 2010)
All	FAR 52.222-54	Employment Eligibility Verification.	(JAN 2025)
All	FAR 52.223-3	Hazardous Material Identification and Material Safety Data.	(FEB 2021)
All	FAR 52.225-13	Restrictions on Certain Foreign Purchases.	(FEB 2021)
All	FAR 52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving.	(MAY 2024)
All	FAR 52.230-2	Cost Accounting Standards.	(JUN 2020)
All	FAR 52.230-6	Administration of Cost Accounting Standards.	(JUN 2010)
All	FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors	(MAY 2023)
All	FAR 52.233-3	Protest after Award.	(AUG 1996)
All	FAR 52.246-26	Reporting Nonconforming Items.	(AUG 2024)
All	FAR 52.247-63	Preference for U.S.-Flag Air Carriers.	(JAN 2025)
All	FAR 52.248-1	Value Engineering.	(JUN 2020)
All	DFARS 252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	(JAN 2023)
All	DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	(DEC 2022)
>6M	DFARS 252.203-7004	Display of Hotline Posters.	(JAN 2023)
All	DFARS 252.204-7000	Disclosure of Information.	(OCT 2016)
Federal Controlled Facility	DFARS 252.204-7004	Level I Antiterrorism Awareness Training for Contractors.	(JAN 2023)

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all orders with Operationally critical support involving covered defense information	DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	(MAY 2024)
All	DFARS 252.204-7015	Notice Of Authorized Disclosure of Information for Litigation Support.	(JAN 2023)
All	DFARS 252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	(MAY 2021)
All	DFARS 252.204-7018	Prohibition On the Acquisition of Covered Defense Telecommunications Equipment Or Services.	(JAN 2023)
SB	DFARS 252.219-7003	Small Business Subcontracting Plan (DOD Contracts)-Basic.	(DEC 2019)
All	DFARS 252.223-7002	Safety Precautions for Ammunition and Explosives.	(NOV 2023)
All	DFARS 252.225-7007	Prohibition on Acquisition of Certain Items From Communist Chinese Military Companies.	(DEC 2018)
All	DFARS 252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	(DEC 2019)
All	DFARS 252.225-7048	Export-Controlled Items.	(JUN 2013)
Covered material >SAT	DFARS 252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	(JAN 2023)
All	DFARS 252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	(JAN 2023)
All	DFARS 252.227-7013	Rights in Technical Data-Other Than Commercial Products and Commercial Services.	(JAN 2025)
All	DFARS 252.227-7014	Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation.	(JAN 2025)
All	DFARS 252.227-7015	Technical Data-Commercial Products and Commercial Services.	(JAN 2025)
All	DFARS 252.227-7016	Rights in Bid or Proposal Information.	(JAN 2025)
All	DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data.	(JAN 2023)
All	DFARS 252.229-7011	Reporting of Foreign Taxes--U.S. Assistance Programs.	(SEP 2025)
All	DFARS 252.244-7000	Subcontract for Commercial Items	(NOV 2023)
All	DFARS 252.246-7003	Notification of Potential Safety Issues.	(JAN 2023)
Applies to orders containing electronic goods, end items, components, parts or assemblies containing electric parts or services that	DFARS 252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System.	(JAN 2023)

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Applies to orders containing electronic parts or assemblies containing electric parts unless subcontractor is original manufacturer	DFARS 252.246-7008	Sources of Electronic Parts.	(JAN 2023)
All	DFARS 252.247-7023	Transportation of Supplies by Sea.	(OCT 2024)