

AMERGINT Purchase Order

Terms and Conditions of Purchase

- 1. APPLICABILITY.** The Purchase Order to which these terms and conditions relate is an offer by AMERGINT Technologies, Inc. (“Buyer”) for the purchase of the goods specified on the face of such Purchase Order (the “Goods”) from the Seller on the face of the Purchase Order (“Seller”) in accordance with and subject to these terms and conditions (the “Terms”; together with the terms and conditions on the face of such purchase order, the “Order”). The Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Seller’s acceptance to the terms of the Order. These terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Buyer’s general terms and conditions of sale or any other document issued by Seller in connection with the Order.
- 2. ACCEPTANCE.** The terms and conditions of the Order become the exclusive and binding agreement between Buyer and Seller covering the purchase of the products and/or services herein (or as incorporated by reference into another document) when the order is accepted by acknowledgement and/or commencement of performance by Seller. ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER WILL NOT APPLY UNLESS ACCEPTED IN WRITING BY BUYER. ACCEPTANCE OF THE PRODUCTS OR SERVICES DELIVERED UNDER THIS ORDER SHALL NOT CONSTITUTE ACCEPTANCE OF SELLER’S TERMS AND CONDITIONS.
- 3. PRICES.** Seller warrants that the prices charged for product or services identified on the face hereof are not in excess of prices charged to other Customers for similar quantities and delivery requirements. If Seller decreases the price for products or services identified in this Order, Seller will automatically reduce the price of any Buyer's unshipped product or unfinished service by a comparable percentage at the time of the price decrease.
- 4. INVOICES.** Seller invoices shall be submitted to the address shown on the face of this Order and shall include the following information: Purchase Order number, product number, description of products, sizes, quantities, unit prices, and extended totals, and any applicable taxes in addition to any other information specified elsewhere herein. Bill of Lading or express receipt shall accompany each invoice. Payment of invoice shall not constitute acceptance of product and shall be subject to adjustment for errors, shortages, defects in the products, or other failure of Seller to meet the requirements of the order. Buyer may at any time set off any amount owed by Buyer to Seller against any amount owed by Seller or any of its affiliated companies to Buyer. Unless otherwise provided, terms of payment shall be net thirty (30) days from latest of the following: (1)

AMERGINT's receipt of SELLER's proper invoice; (2) scheduled delivery date of the work; or (3) actual delivery of the work at the final destination.

5. **OVERSHIPMENT.** Buyer reserves the right to return at Seller's expense any shipment of the products either in excess of the amount stated on the face of this order, or in advance of the agreed upon schedule. Such shipment will be held at Seller's risk and expense including reasonable storage charges while awaiting shipping instructions. Return shipping charges for excess quantities will be at Seller's expense. Material for which return shipping instructions are not received within a reasonable time, may be destroyed or sold by Buyer at public or private sale and the proceeds, if any, applied toward storage charges and retained by Buyer.
6. **TITLE AND RISK OF LOSS.** Title passes to Buyer upon delivery of the Goods to the delivery location specified in the Order. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the delivery location specified in the Order.
7. **PACKING AND SHIPMENT.** Unless otherwise specified, all products shall be packaged, marked, and otherwise prepared for shipment in a manner which is (i) in accordance with good commercial practices including the use of Electrostatic Protective Material when appropriate, (ii) acceptable to common carriers for shipment at the lowest rate for the particular products and (iii) adequate to ensure safe arrival of the products at the named destination and for storage and protection against weather. Seller shall mark all containers with necessary lifting, handling and shipping information and also, Purchase Order numbers, date of shipment, and the names of the consignee and consignor. An itemized packaging sheet must accompany each shipment unless otherwise specified and must be located on the outside of the first box or crate of the shipment. No partial or complete delivery shall be made hereunder prior to the dates shown unless Buyer has given prior written consent.
8. **WARRANTY.**
 - a. Seller warrants that all products delivered hereunder, including all components and raw materials incorporated therein, as well as products corrected under the warranty, shall be free from defects of workmanship, materials and manufacture, shall comply with the requirements of this Order, including compliance with any drawings or specifications incorporated herein to any samples furnished by Seller, and where design is Seller's responsibility, be free from defects in design. Seller further warrants all products purchased hereunder shall be made of new material and be of merchantable quality and shall be fit and suitable for the purposes intended by Buyer. The foregoing warranties are in addition to all other warranties, whether expressed or implied, and shall survive any delivery, inspection, acceptance, or payment by Buyer.
 - b. If any products delivered hereunder do not meet the warranties specified herein or otherwise applicable, Buyer may at its election (i) require the Seller to promptly correct, at no cost to Buyer, or any defective or nonconforming products be repaired or replaced at the location specified by Buyer, or (ii) return such defective or nonconforming products at Seller's expense to the Seller and recover from the Seller the order price and shipping costs thereof. If, after being requested by Buyer, the Seller fails to promptly replace or correct any defective product, Buyer (i) may by contract or otherwise replace or correct such products and charge the Seller the cost occasioned thereby, or (ii) may, without further notice, terminate this Order for default in accordance with the clause thereof entitled "Termination", or (iii) may utilize the deficient

product and require an appropriate reduction in price. The foregoing remedies are in addition to all other remedies at law or in equity under this Order, for damages or otherwise, and shall not be deemed to be exclusive. All warranties shall run to the Buyer and to Buyer's Customer(s).

- c. Buyer's approval of the Seller's products or design shall not relieve Seller of the warranties set forth in this clause, nor shall any waiver by Buyer of any drawing or specification requirement for one or more of the products constitute a waiver of such requirement for remaining products to be delivered hereunder unless so stated by Buyer in writing. The provisions of this clause shall not limit or affect the rights of Buyer under the clause hereof entitled "Inspection."
 - d. Claims by Buyer under this warranty may be exercised anytime within a minimum period of one (1) year after final acceptance unless specifically agreed otherwise in writing.
9. **INSPECTION.** All products purchased hereunder shall be subject to inspection and test by Buyer and, if there is a Federal Prime Contract number on the face of the Order, the Government, to the extent practicable at all times and places during and after the period of manufacture and in any event, prior to final acceptance. If inspection or test is made by Buyer on Seller's premises, Seller, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of Buyer's inspectors. No inspection or test made prior to final acceptance shall relieve the Seller from responsibility for defects or under failure to meet the requirement of this Order. If Buyer does not perform source inspection at Seller's facility, delivery shall include a Certificate of Conformance stating that all required testing was accomplished with Order terms or Seller item description specification.
10. **CHANGES.** The Buyer may at any time, by a written order, and without notice to sureties or assignees, suspend performance hereunder, increase or decrease ordered quantities, or make changes in any or more of the following: (i) applicable drawings, designs, or specifications, (ii) method of shipment or packing, and/or (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of this Order, an equitable adjustment shall be made in the Order price or delivery schedule, or both, and the Order shall be modified accordingly. No claim by the Seller or adjustment hereunder shall be valid unless asserted in writing accompanied by an estimate of costs, within twenty (20) days from the receipt of the Seller of the notification of changes and, in any event, Seller must submit its final claim in writing with supporting documentation within the next succeeding twenty (20) day period. Failure of the Seller to either (i) assert a claim within twenty (20) days, or (ii) submit a final claim within the next succeeding twenty (20) days as provided above, shall constitute an unconditional and absolute waiver by the Seller of any right to make a claim for adjustment. Buyer reserves the right to verify claims hereunder and Seller shall make available to Buyer, upon its request, all relevant books, records, inventories, and facilities for its inspection and audit.
11. **TERMINATION.**
- a. It is agreed and understood that time is of the essence under this order, or any extension thereof affected by any change order. Buyer may, by written notice, terminate this Order in whole or in part if the Seller fails (i) to make delivery of the products or to perform the services within the time specified therein, or any extension thereof by written change order or amendment, or (ii) to replace or correct defective products in accordance with the provision of those clauses hereof entitled " Warranty" and " Inspection", or (iii) to perform any of the

provisions of this Order or so fails to make progress as to endanger performance in accordance with the terms hereof, including delivery schedules, or (iv) if Seller becomes insolvent, admits in writing its inability to pay its debts as they mature, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors or if the petition of any bankruptcy laws is filed against it.

- b. In the event of the termination pursuant to this clause, Buyer may procure upon such terms and in such manner as Buyer may deem appropriate, products, or services similar or substantially similar to those so terminated and Seller shall be liable to Buyer for any excess cost occasioned thereby, provided that in the event that Buyer elects to terminate only a portion of this Order, then in such event Seller shall continue the performance of this Order to the extent not terminated.
- c. If this Order is terminated pursuant to paragraph (a) Buyer in addition to any rights provided herein, may require the Seller to transfer title and deliver to Buyer, in the manner, time and to the extent directed by Buyer, (i) any completed products and (ii) such partially completed products and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights as the Seller has produced or acquired for the performance of the terminated part and (iii) Seller shall grant Buyer a royalty-free, assignable, non-exclusive license to use and otherwise license to use Seller designs, processes, drawings, and technical data substantially relating to the quantity of the products terminated hereunder. Seller upon direction of Buyer, shall protect and preserve property encompassed in this paragraph that is in the possession of Seller. Payment for completed products delivered to and accepted by Buyer shall be in an amount agreed upon by the Seller and Buyer, however, such amount shall not exceed the Order price per unit and Seller's obligation hereunder to carry out Buyer's direction as to delivery protection and preservation shall not be contingent upon prior agreement as to such amount.
- d. Failure of Buyer to enforce any right under this clause shall not be deemed a waiver of any right hereunder. The rights and remedies of the Buyer under this clause shall not be exclusive and are addition to any rights and remedies provided by law or under this Order.

12. CANCELLATION.

- a. Buyer may cancel this Order without charge back upon notice to Seller at any time prior to shipping, provided that nonstandard or custom product requires written notice to the Seller not less than thirty (30) days prior to the scheduled ship date. Seller's cancellation claims for nonstandard or custom product cancelled with less than thirty (30) days' notice shall consist solely of the total cost of work in process, not to exceed the average unit cost multiplied by the number of units in process.
- b. In no event shall Seller be entitled to incidental or consequential damages, anticipated or projected profits, costs of preparing claims, attorney's fees, costs of tooling or equipment, or sales or agents commissions on any cancellation.

13. **WAIVER.** The failure of Buyer to enforce at any time any of the provisions of this Order, or to exercise any election or option provided herein, or to require at any time performance by the Seller of any of the provisions hereof, shall in no way constitute a waiver of such provision(s), and shall in no way affect the validity of this Order or any part thereof, or the right of Buyer thereafter to enforce each and every such provision.

14. **INSURANCE.** During the term of this Order and for a period of one year thereafter, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 with financially sound and reputable insurers. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in the Order. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with 30 days advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnitees.
15. **ENCUMBRANCES; INDEMNIFICATION.** All products supplied must be free from claims of others with respect to royalties, patent rights and mechanics' liens, or other encumbrances or charges. Seller agrees to indemnify and hold harmless the Buyer against all claims demands, costs, and actions for actual or alleged infringements or misappropriations of patent, copyright, trademark, trade secret, or other intellectual property rights in the use, sale, or resale of said products.
16. **TOOLING AND TEST EQUIPMENT.** If the Price is stated to include jigs, dies, fixtures, patterns, or special test equipment and manufacturing aids used in manufacture of the items and drawings thereof (all hereinafter called tooling), such tooling becomes the property of Buyer or its Customer immediately upon payment thereof. Tooling shall be used only for the benefit of Buyer or any of its Customers, which have acquired the right to use such tooling. Tooling shall be kept in good condition, including necessary replacement, without expense to Buyer. Buyer shall pay for changes of design. Seller shall maintain proper property control records for such tooling and shall promptly furnish Buyer a list thereof on request. Unless otherwise directed by Buyer, upon completion or termination of the Order, Seller shall hold all tooling free of charge for six months subsequent to furnishing an inventory to Buyer with a request for disposition; any such tooling Buyer orders returned shall be delivered FOB Seller's facility, properly crated for domestic shipment. No crating charge is to be included in Seller's quotations unless expressly requested by Buyer.
17. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties is that of independent contractors. Nothing contained in this Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.
18. **COMPLIANCE WITH LAWS.** (a) Seller warrants that no governmental law, rule, or ordinance of any Country has been violated in the manufacture or sale of the products or in the performance of services covered by this Order, and Seller will defend and hold Buyer harmless from loss, cost, or damage as a result of any such actual or alleged violation. Upon written request by Buyer, Seller agrees to execute and furnish a certification of compliance, which may be on Buyer's form, and which shall certify compliance with any applicable Foreign, Federal, State, or Local Laws or Regulations. Seller shall conduct its business in accordance with the applicable laws and customs of its respective country. (b) Seller shall also comply with the applicable laws and requirements of the United States, including without limitation, the requirements of (i) the United States Foreign Corrupt Practices Act, (ii) the United States Export Administration Act, 50 U.S.C.A. Section 2401 et seq. and the regulation promulgated thereunder (including the Export Administration Regulations and the United States Anti-Boycott Regulations, 15 C.F.R. Section 768 et seq.), (iii) the War Powers Act and

other laws or Executive Orders relating to control of exports or transfer of technology, in each case in their present form or as they may be amended in the future.

In performance of the work and shipment of Goods covered by this Order, Seller agrees to comply (and to bear all expense required for compliance) with the Fair Labor Standards Act of 1938, as amended, and regulations thereunder, all applicable provisions of the Walsh-Healy Act, the Buy American Act, the Occupational Safety and Health Act, the Equal Employment Act of 1972 and regulations thereunder, and all other applicable federal, state and local laws, rules, regulations and orders, and agrees to indemnify Buyer against any loss, cost, liability or damage whatsoever, including attorney's fees, which may result from Seller's violation of this Section. Seller agrees that Federal law applies to issues related to FAR and DFARS requirements and thus shall be adjudicated in the proper Federal court system.

19. **GRATUITIES.** Seller warrants that it has not offered or given and will not offer or give to any employee, agent, or representative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions, or performance of any Order from Buyer. Any breach of this warranty shall be a material breach of each Order between Buyer and Seller.
20. **NONDISCLOSURE OF CONFIDENTIAL MATTER AND PUBLICITY.** Products purchased pursuant to Buyer's specifications or drawings shall not be quoted for sale to others without the Buyer's prior written authorization. Such specifications, drawings, samples, or other data furnished by the Buyer shall be treated as confidential information by the Seller, shall remain Buyer's property and shall be promptly returned to Buyer upon request. Any publicity regarding this Order (e.g., pictures, descriptions, or samples thereof) is prohibited except with Buyer's prior written approval.
21. **ASSIGNMENTS AND SUBCONTRACTS.** Neither party shall assign, transfer, or subcontract its rights or obligations under this Order without the prior written consent of the other party. Notwithstanding the foregoing, neither party will require the other party's consent to assign this Order in its entirety (but not less than in its entirety) to any of its Affiliates or to any party who acquires substantially all of the assets of the assigning party to which this Order relates. Any prohibited assignment, transfer, or subcontract shall be void.
22. **BUYER-FURNISHED PROPERTY.** All tools or other materials furnished by the Buyer for use in the performance of this Order shall remain the property of the Buyer (or of the Government, as the case may be), shall be used by the Seller in the performance of this Order only, in accordance with the requirements of the Order relating to such use, and shall be returned to the Buyer when requested upon the completion or termination of the Order to the extent not previously delivered to the Buyer. Seller agrees to exercise reasonable care in the safeguarding and preservation of all Buyer furnished property and assumes all responsibility for loss, damage, or destruction while such property is within its possession or control.
23. **PATENT LICENSE.** The Seller, as part consideration for this Order and without further cost to the Buyer, hereby grants and agrees to grant to the Buyer and to the extent requested by the Buyer, to the Government, an irrevocable, transferable, worldwide, non-exclusive, royalty-free right and license to import, have imported, use, sell, offer for sale, and otherwise distribute and exploit products embodying any and all inventions and discoveries made, conceived, or actually reduced to practice in connection with the performance of this Order. Nothing in these Terms and Conditions

shall be construed or interpreted to limit or in any way restrict the rights of the Government in regard to data it owns or has a right to use.

24. **FORCE MAJEURE.** Neither party shall be deemed in default of this Order to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its fault or negligence, including, without limitation, acts of God, acts of civil or military authority, embargoes, strikes, work stoppages, war, riots, fires, explosions, delays by suppliers, shortages of parts or materials, power failures, or communication line interruptions. Upon any delay described in this section, the time for performance by the party affected by a Force Majeure event shall be extended for a period equal to the time lost by reason of the delay.
25. **NOTICE.** Any notice required or permitted to be given under these terms and conditions shall be sufficient if either (i) sent by certified or overnight mail to the respective parties at the address set forth on the Order or (ii) sent by e-mail to a specified e-mail address on the Order and the recipient acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email.
26. **SEVERABILITY.** If any of the provisions of this Order shall be or become invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the remaining provisions of this Order. Instead, this entire Order shall be construed as though not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.
27. **SURVIVAL.** Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order.
28. **LIMITATION OF LIABILITY.** Buyer's liability for breach of this Order shall not exceed the purchase price of the products or services ordered herein giving rise to the liability. IN NO EVENT SHALL BUYER BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES WHATSOEVER, WITHOUT REGARD TO CAUSE OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, DAMAGES INCURRED BY THE OTHER PARTY OR SUCH THIRD PARTY FOR LOSS OF BUSINESS PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS ORDER, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
29. **DISPUTES AND APPLICABLE LAW.** Any dispute arising under this Order which is not settled by agreement of the parties may be settled under the American Arbitration Association Commercial Rules; proceedings will be held in El Paso County, Colorado. This Order shall be governed by and construed under the laws of the State of Colorado, without regard to conflict of law principles or the UN convention on Orders for the international sale of goods. If a cause of action is filed, the parties consent to personal and exclusive jurisdiction of and venue in the state courts within El Paso County, Colorado and the federal courts in Denver, CO.

Pending any decision, appeal or judgment in such proceedings, or the settlement of any dispute arising under this Order, Seller shall proceed diligently with the performance of the Order in accordance with the decision and instruction of Buyer. Except as may be expressly set forth in this document with the U.S. Government Contracting Officer's express consent, Seller shall not acquire a direct claim or direct course of action against the U.S. Government.

30. COUNTERFEIT WORK.

- a. The following definitions apply to this clause:
 - i. "Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified 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 Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.
 - ii. "Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.
- b. Seller shall not deliver Counterfeit Work or Suspect Counterfeit Work to Buyer under this Order.
- c. Seller shall only purchase products to be delivered or incorporated as Work to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Seller may use another source only if (i) the foregoing sources are unavailable, (ii) Seller's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) Seller obtains the advance written approval of Buyer.
- d. Seller shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards:
 - i. **AS5553** - A General Standard for Contract Manufacturers
 - ii. **AS6081** - A General Standard for Component Suppliers
- e. Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. Seller, at its expense, shall provide reasonable cooperation to Buyer in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Order.
- f. This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flow down, or other provision included in this Order addressing the authenticity of Work.
- g. In the event that Work delivered under this Order constitutes or includes Counterfeit Work, Seller shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Order. Notwithstanding any other provision in this Order, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Buyer's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity, or under other provisions of this Order.

h. Seller shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to Buyer.

31. **RETENTION OF RECORDS.** Unless a longer period is specified in the Purchase Order or by law or regulation, Seller shall retain all records related to this Order for four (4) years from the date of final payment received by Seller. Records related to this Order include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, Seller shall timely provide access to such records to the US Government and/or Buyer upon request.

32. **CONFLICT MINERALS.** In compliance with the Dodd-Frank Act Section 1052, Seller shall take steps to determine if its products contain conflict minerals (tin, tantalum, gold, and tungsten) and if so, implement supply chain due diligence processes to identify sources of these minerals and support efforts to eradicate the use of conflict minerals which directly or indirectly finance or benefit armed groups in the Democratic Republic of Congo or adjoining countries.

33. REPORTING OF CYBER INCIDENTS.

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

- a. Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered Seller information system(s) that were part of the cyber incident, as well as other information systems on the Seller's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Seller's ability to provide operationally critical support; and
- b. Rapidly report cyber incidents (within 72 hours of discover) to DoD at <https://dibnet.dod.mil>, and
- c. Send an email to reporttosecurity@amergint.com containing the following information:
 1. Incident Report Number (assigned by DoD via the dibnet reporting link above)
 2. Company name
 3. Facility CAGE code
 4. Technical or Security Point of Contact (address, position, office and cell phone numbers, email)
- d. The following information must be provided to Buyer as soon as practicable. Transmittal instructions for this information will be provided by Buyer following initial notification in previous section.
 1. Data Universal Numbering System (DUNS) Number
 2. Contract number(s) or other type of agreement affected or potentially affected
 3. Contracting Officer or other type of agreement point of contact (address, position, telephone, email)

4. Contract or other type of agreement clearance level (Unclassified, Confidential, Secret, Top Secret, not applicable)
 5. Facility Clearance Level (Unclassified, Confidential, Secret, Top Secret, not applicable)
 6. Impact to Covered Defense Information
 7. Ability to provide operationally critical support
 8. Date incident discovered
 9. Location(s) of compromise
 10. Incident location CAGE code
 11. DoD programs, platforms or systems involved
 12. Type of compromise (unauthorized access, unauthorized release (includes inadvertent release), unknown, not applicable)
 13. Description of technique or method used in cyber incident
 14. Incident outcome (successful compromise, failed attempt, unknown)
 15. Incident/Compromise narrative
 16. Any additional information
- e. In accordance with best practice, contain and isolate impacted resources (hardware and/or software).
 - f. Investigate and collect additional evidence to identify and mitigate root cause of incident. Additional evidence collection and investigative procedures also include the following:
 1. Understanding how the incident occurred and what led to the compromise.
 2. Reviewing all necessary documentation.
 3. Interviewing personnel as needed.
 4. Examining any third-party providers and their respective products and services that are utilized within AMERGINT Technologies network architecture.
 - g. Keep Buyer abreast of the overall status of the incident, such as response and resolution initiatives.
 - h. Advise Buyer when remediation and/or mitigation for the incident is completed.

Seller is required to flow down the content of this clause to all lower tier suppliers where the activity includes the use of Controlled Defense Information as defined in *DFARS 252.204-7012(a)*.

34. CERTIFICATION REGARDING SUSPENSION AND DEBARMENT.

- a. In satisfaction of FAR 52.209-6 (“Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment”), Seller, by executing this Order, hereby certifies and warrants that neither Seller nor its principals presently are debarred, suspended, or proposed for debarment by the Federal Government.
- b. This Article applies if this Order is expected to exceed \$35,000 and is other than an Order for a commercially available off-the-shelf item. If any subsequently issued Task Order under this

Order, or modification to this Order, increases the total value of this Order over \$35,000, Seller, by executing or performing the Task Order or the modification, agrees to the certification and warranty contained in this Article.

35. CERTIFICATION REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.

- a. In accordance with FAR 52.203-11 (“Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions”) and FAR 52.203-12 (“Limitation on Payments to Influence Certain Federal Transactions”), Seller, by executing this Order, hereby certifies and warrants that, to the best of its knowledge and belief, no Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of the Prime Contract.
- b. This Article applies if this Order is expected to exceed \$150,000. If any subsequently issued Task Order under this Order, or modification to this Order, increases the total value of this Order over \$150,000, Seller, by executing or performing the Task Order or modification, agrees to the certification contained in this Article.

36. TSCA SECTION 6 IMPORT/EXPORT REQUIREMENTS FOR SPECIFIC CHEMICALS.

Section 6 of the Toxic Substances Control Act (TSCA) contains import and export requirements applicable to some specific chemicals. These restrictions shall be in force for all product procured by AMERGINT.

- PCBs — Section 6(e) of TSCA prohibits import or export of PCBs. See [40 CFR Part 761](#) for regulations on the import or export of PCBs. In certain limited circumstances, EPA may grant exemptions to allow import or export of PCBs provided statutory and regulatory requirements are met.
 - [See the EPA's general PCB Web page for more information on PCBs](#)
 - For more information about the import or export of PCBs for use, see this site's [Contact Us](#).
- In December 2020, the EPA issued final risk management rules (effective February 2021) restricting the usage and initiating the phase-out of the following five chemicals in industry Per 40 CFR 751, Regulation of Certain Chemical Substances & Mixtures under TSCA Section 6 Enforcement:
 - Decabromodiphenyl ether (DecaBDE) (CASRN 1163-19-5)
 - 2,4,6-Tris(tert-butyl)phenol (2,4,6-TTBP) (CASRN 732-26-3)
 - Hexachlorobutadiene (HCBd) (CASRN 87-68-3)
 - Pentachlorothiophenol (PCTP) (CASRN 87-86-5)
 - Phenol, isopropylated phosphate (3:1) (PIP(3:1)) (CASRN 68937-41-7)

In addition to the chemicals listed above, import and export requirements apply to the following two types of chemicals covered by TSCA section 6 regulations:

1. [Certain chemical substances that may be used in metalworking fluids and that are regulated under 40 CFR Part 747.](#)
2. [Certain hexavalent chromium based water treatment chemicals that are regulated under 40 CFR 749.68.](#)

37. **PRIORITY RATING.** If this Order contains a DPAS rating, this Order is a "rated order" certified for national defense, emergency preparedness, and energy program use, and Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

38. ORDER OF PRECEDENCE.

In the event of any ambiguity or inconsistency in this Order, unless otherwise provided herein, the inconsistency or ambiguity shall be resolved by giving precedence in the following order to the various documents making up the Order:

1. The provisions of the awarded Prime Contract (U.S. Government FAR and DFARS clauses) and/or Subcontract - FAR /DFARS provisions shall take precedence over other provisions on matters covered by such FAR/DFARS provisions;
2. Applicable Clauses contained in the agreement between Buyer and its customer;
3. General Terms and Conditions contained in this Order; and
4. Any other applicable Terms and Conditions agreed to between Buyer and Seller

Seller agrees that upon Buyer's request Seller will negotiate in good faith with Buyer to amend this Order to incorporate any additional provisions or make changes to provisions, which Buyer may reasonably deem necessary in order to comply with the provisions of the Prime Contract and any amendments thereto. If any such amendment to this Order results in an increase or decrease in the price, or the time required for, performance of any part of the Work under the Order, an equitable adjustment shall be made pursuant to the "Changes" clause of the Order.

1. FAR/DFARS Flow Down Clauses

The FAR and DFARS Clauses referenced below shall be those in effect as of the date of this Order. The following FAR Clauses apply to this order.

1.1 Interpretation of FAR and DFARS Flow Down Clauses

The Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were provided in full text, and are applicable, including any notes following the clause citation, to this Order. The DFARS clauses below are applicable only to contracts entered into under United States Department of Defense contracts. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract, the date

or substance of the clause incorporated by said Prime Contract shall apply instead. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Order. Seller shall include in each lower tier subcontract the appropriate flow down clauses as required by FAR and DFARS.

This Order is entered into by the parties in support of a U.S. Government Contract. Where necessary in the context of these clauses applicable to this Order, the words "Government", "Contracting Officer", and equivalent phrases shall mean Buyer, the word "Contractor" shall mean Seller, and the term "Contract" shall mean this Order except in this instance where regulations or sense of the clause indicates otherwise. For example, 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 FA R 52 227 -2, and (2) when title to property is to be transferred directly to the Government. "Subcontractor" shall mean "Seller's subcontractor" under this Order.

The following terms shall have the meaning specified, as used in the clauses and provisions incorporated below:

- "Commercial Item" means a commercial item as defined in FAR 2.101.
- "Contract" means this Order.
- "Contracting Officer" shall mean the Buyer's Subcontract Manager, as defined in the Terms and Conditions.
- "Contractor" and "Offeror" means Seller, as defined in these Terms and Conditions, acting as the immediate (first tier) subcontractor to Buyer.
- "Subcontract" means any contract placed by Seller or lower-tier subcontractors under this Order.
- "Subcontractor" shall mean Seller's subcontractors under this Order.

Seller agrees that, upon the request of Buyer, it will negotiate in good faith with Buyer relative to amendments to this Order to incorporate additional provisions herein or to change provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contractor with the provisions or amendments to such Prime Contract. If any such amendment to this Order causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the Work under this Order, an equitable adjustment shall be made in accordance with Clause 9 (Changes), above. If the parties are unable promptly to agree to the terms and conditions of such an equitable adjustment, the Seller shall nevertheless continue diligently with performance of the work as changed pending resolution of such disagreement pursuant to Clause 24 (Disputes and Applicable Law), above.

1.2 Clauses Incorporated by Reference

The following Clauses apply to this Agreement:

52.202-1 DEFINITIONS (JUN 2020)

52.203-3 GRATUITIES (APR 1984)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020), ALTERNATE I (OCT 1995)

52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)

52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

52.204-2 SECURITY REQUIREMENTS (MAR 2021) (Applies if Award requires access to classified information; delete paragraph (c) of the clause.)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) (Applies when Seller's employees required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016) (Pub. L. 111-1117, section 743 Div. C.)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, and SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB OR OTHER COVERED ENTITIES (JUL 2018)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020) (Excluded from Subcontracts for commercially available off-the-shelf items.)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (Applies unless Buyer expressly agrees otherwise.)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2021) (as indicated in Prime Contract)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018) (Application subject to certain requirements and exclusions.)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020) ALTERNATE II (NOV 2016) (Subject to subparagraph (j).)

52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (NOV 2020)

52.222-3 CONVICT LABOR (JUN 2003)

52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2020) (E.O. 13126)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

52.222-26 EQUAL OPPORTUNITY (SEPT 2016)

- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 2020)
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
- 52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018) (Applies to all contracts and subcontracts subject to the Service Contract Labor Standards statute.)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)
- 52.222-51 EXEMPTION FROM APPLICATION ON THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT-REQUIREMENTS (MAY 2014) (Applies only to awards for exempt services under this contract.)
- 52.222.52 EXEMPTION FROM APPLICATION ON THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES-CERTIFICATION (MAY 2014) (Applies only to awards for exempt services under this contract.)
- 52.222-53 EXEMPTION FROM APPLICATION ON THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES-REQUIREMENTS (MAY 2014) (Applies only to awards for exempt services under this contract.)
- 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (NOV 2020)
- 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)
- 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020) (E.O. 13513)
- 52.224-3 PRIVACY TRAINING (JAN 2017)
- 52.225-26 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note)
- 52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (JUN 2020)
- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
- 52.232-11 EXTRAS (APR 1984)

52.232-29 TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS (FEB 2002)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) (For purposes of this clause, Government shall mean Buyer and the U.S. Government.)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (Applies to subcontracts with small business concerns, including for commercial items.)

52.233-1 DISPUTES (MAY 2014)

52.233-3 PROTEST AFTER AWARD (AUG 1996) (In the event the Government has directed Buyer to stop performance of work under the Prime Contract, Buyer may, by written order to Seller, direct Seller to stop performance of Work under this Agreement; "30 days" means "20 days" in para. (b)(2); in para. (f) add "and recovers those costs from Buyer" after "33.104(h)(1)".)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

52.242-13 BANKRUPTCY (JULY 1995)

52.243-1 CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)

52.243-7 NOTIFICATION OF CHANGES (JAN 2017) (Notice under (b) shall be five (5) days, and notice under (d) shall be nine (9) days.)

52.245-1 GOVERNMENT PROPERTY (JAN 2017) ALTERNATE I (APR 2012)

52.245-9 USE AND CHARGES (APR 2012)

52.246-4 INSPECTION OF SERVICES-FIXED PRICE (AUG 1996)

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

DFARS CLAUSES (As Applicable):

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
CONTRACTRELATED FELONIES

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS

252.204-7000 DISCLOSURE OF INFORMATION

252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (IF SUBCONTRACT PERFORMANCE REQUIRES ROUTINE PHYSICAL ACCESS TO FEDERALLY-CONTROLLED FACILITY OR MILITARY INSTALLATION)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING

252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES - REPRESENTATION

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

252.223-7006 PROHIBITION ON STORAGE, TREATMENT AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIAL

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS

252.225-7048 EXPORT CONTROLLED ITEMS

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

252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA – BASIC

252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS

252.204-7009 LIMITATION ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY

252.223-7001 HAZARD WARNING LABELS (IF SUBCONTRACT REQUIRES DELIVERY OF HAZARDOUS MATERIALS)

252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (IF SUBCONTRACT INVOLVES AMMUNITION, EXPLOSIVES, OR PROPELLANTS)

252.223-7003 CHANGE IN PLACE OF PERFORMANCE – AMMUNITION AND EXPLOSIVES (IF SUBCONTRACT INVOLVES AMMUNITION, EXPLOSIVES, OR PROPELLANTS)

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (IF SUBCONTRACT INVOLVES ARMS, AMMUNITION, OR EXPLOSIVES)

252.225-7007 PROHIBITION ON ACQUISITION OF U.S. MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (IF SELLER IS SUPPLYING ITEMS ON THE U.S. MUNITIONS LIST)

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (IF WORK CONTAINS SPECIALTY METALS)

252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE – SPECIALTY METAL COMPLIANCE CERTIFICATE (IF WORK CONTAINS SPECIALTY METALS)

252.225-7011 RESTRICTIONS ON ACQUISITION OF SUPERCOMPUTERS (IF SUBCONTRACT INVOLVES DELIVERY OF SUPERCOMPUTERS)

252.225-7015 RESTRICTIONS ON ACQUISITION OF HAND OR MEASURING TOOLS (IF SUBCONTRACT INCLUDES HAND OR MEASURING TOOLS)

252.225-7017 PHOTOVOLTAIC DEVICES (IF SUBCONTRACT PROVIDES FOR DELIVERY OF PHOTOVOLTAIC DEVICES)

252.225-7019 RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN (IF SUBCONTRACT IS FOR ITEMS CONTAINING WELDED SHIPBOARD ANCHOR OR MOORING CHAIN FOUR INCHES OR LESS IN DIAMETER)

252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (IF SUBCONTRACT IS FOR FORGING ITEMS OR ITEMS THAT CONTAIN FORGING ITEMS)

252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (IF SUBCONTRACT INVOLVES PURCHASE OF SUPPLIES FOR INTERNATIONAL MILITARY TRAINING OR FOREIGN MILITARY SALES)

252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (IF SUBCONTRACT INVOLVES ACQUISITION OF CARBON, ALLOY, OR ARMOR STEEL PLATE)

252.225-7038 RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS (IF SUBCONTRACT INCLUDES AIR CIRCUIT BREAKERS FOR NAVAL VESSELS)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE U.S. (IF SUPPORTING ARMED FORCES DEPLOYED OUTSIDE THE U.S.)

252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM AND TUNGSTEN (IF SUBCONTRACT IS FOR ITEMS CONTAINING A COVERED MATERIAL)

252.227-7038 PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (APPLIES IN LIEU OF FAR 52.227-11 IF SUBCONTRACTOR IS A LARGE BUSINESS)

252.227-7039 PATENTS – REPORTING OF SUBJECT INVENTIONS (APPLIES IF SUBCONTRACT INCLUDES FAR 52.227-11)

252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES

252.235-7003 FREQUENCY AUTHORIZATION (IF SUBCONTRACT REQUIRES DEVELOPING, PRODUCING, CONSTRUCTING, TESTING, OR OPERATING A DEVICE REQUIRING FREQUENCY AUTHORIZATION)

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES (APPLIES TO SUBCONTRACTS FOR SERVICES)

252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (IF SUBCONTRACT INVOLVES INFORMATION TECHNOLOGY THAT REQUIRES PROTECTION AGAINST COMPROMISING EMANATIONS)

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (IF SUBCONTRACT INVOLVES INFORMATION ASSURANCE FUNCTIONS AS DESCRIBED IN DOD 8570.01-M)

252.239-7010 CLOUD COMPUTING SERVICES (IF SUBCONTRACT INVOLVES CLOUD SERVICES)

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (IF REQUIRED BY DFARS 252.246-7003(F))

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEMS (IF SUBCONTRACT INCLUDES ELECTRONIC PARTS OR ASSEMBLIES CONTAINING ELECTRONIC PARTS)

252.246-7008 SOURCES OF ELECTRONIC PARTS

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (SELLER SHALL COMPLY WITH ADDITIONAL CYBER SECURITY REQUIREMENTS IN THE TERMS AND CONDITIONS TO THE EXTENT APPLICABLE)

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS