



## Section F: Terms and Conditions for Subcontracts Issued in Support of a U.S. Government Contract

Revised: **November 2023**

This Section F of the Supplier Standards Guide contains the terms and conditions (“Terms and Conditions”) that apply to subcontracts and purchase orders (“Purchase Orders”) issued by Oshkosh Corporation or any of its purchasing divisions or segments or by any subsidiary of Oshkosh Corporation in support of a U.S. Government prime contract or higher-tiered subcontract (“Prime Contract”). This Section F applies to such Purchase Orders in lieu of Section D of the Supplier Standards Guide.

All purchases of Products (as defined below) by Oshkosh Corporation or any of its purchasing divisions or segments or by any subsidiary of Oshkosh Corporation (“Buyer”) from the supplier to which this Purchase Order is directed (“Supplier”) shall be subject to the following Terms and Conditions, which are hereby incorporated in their entirety into any Purchase Order designated on its face as a “Government” Purchase Order. Buyer and Supplier are sometimes referred to herein individually as a “party” and collectively as the “parties”. The following Terms and Conditions are also incorporated into, and supplement the terms of, each supply agreement signed by any Buyer and a Supplier and Purchase Orders issued by Buyer to Supplier under such supply agreements.

### ARTICLE I – TERMS AND CONDITIONS

1. Acceptance and Governing Provisions. THIS PURCHASE ORDER IS NOT AN ACCEPTANCE OF ANY OFFER BY SUPPLIER TO SELL BUT IS AN OFFER BY BUYER TO PURCHASE which may be accepted only by issuance of an order acknowledgment by Supplier to Buyer, or by other expression of acceptance by Supplier, including shipment or performance hereunder. This offer may be revoked by Buyer’s written notice to Supplier at any time prior to any such acceptance by Supplier. Notwithstanding the foregoing, if Supplier does not attempt to accept this offer until more than fifteen (15) days have passed since the date of this Purchase Order, Buyer shall then have fifteen (15) days after the date of such attempt to reject the attempt, and if Buyer so rejects Supplier’s attempted acceptance, that attempted acceptance will be ineffective and this offer will be void. Upon effective acceptance by Supplier, this Purchase Order (including these Terms and Conditions and any other documents referenced or incorporated into this Purchase Order or these Terms and Conditions), shall constitute the entire agreement between the parties (except for any additional warranties given by Supplier) with respect to the purchase and sale of the goods and services identified in this Purchase Order (“Products”), superseding any and all previous communications and negotiations, whether oral or in writing. Buyer hereby objects to any and all additional or different terms or provisions (except additional warranties given by Supplier) in any quotation, acknowledgment, invoice or other form or communication supplied by Supplier or on any Supplier portal or website, and no such additional or different term or provision (except additional warranties given by Supplier) shall become part of the agreement between the parties. In the event of any conflict at any time between any provision contained in these Terms and Conditions and any term or condition or attempted limitation of liability or disclaimer of warranty set forth in any Supplier form, communication, portal or website, it is agreed by Supplier that such provision in these Terms and Conditions shall control such conflict and govern this purchase. The agreement of sale resulting from the acceptance of this Purchase Order shall be governed, construed and interpreted in accordance with the internal laws of the State of the United States of America in which Buyer is headquartered on the date of this Purchase Order, as identified in Section 20 (Disputes) below.

**ANY PRINTED COPIES OF THESE TERMS AND CONDITIONS ARE UNCONTROLLED COPIES AND MAY BE OUTDATED. IT IS THE RESPONSIBILITY OF SUPPLIER TO VERIFY THAT IT IS IN COMPLIANCE WITH THE LATEST REVISION OF THESE TERMS AND CONDITIONS AS POSTED ON THE OSHKOSH PROCUREMENT WEBSITE OSN.OSHKOSHCORP.COM**

THE RIGHTS AND OBLIGATIONS OF BUYER AND SUPPLIER SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. These Terms and Conditions may be translated into other languages from time to time, but Buyer and Supplier hereby acknowledge and agree that the English-language version of these Terms and Conditions shall govern and control all such translations into any other language. Supplier acknowledges and agrees that all negotiations in connection with this Purchase Order and these Terms and Conditions shall be deemed to have taken place in the State of the United States of America in which Buyer is headquartered on the date of this Purchase Order. Supplier is an independent contractor, and not an agent, employee, partner or joint venturer of Buyer, in its performance of this Purchase Order. References to "days" in these Terms and Conditions shall mean calendar days unless expressly stated otherwise. References to "include", "includes" or "including" in these Terms and Conditions shall be deemed to mean "including without limitation."

2. Deliveries; Cancellation by Buyer; Forecasts.

- (a) Supplier agrees to sell and deliver to Buyer such quantity(ies) of Products, at the price(s), to the location(s) and on the delivery date(s) specified on the Purchase Order. Buyer's internal production schedules are based upon timely performance by Supplier under this Purchase Order. ACCORDINGLY, TIME IS OF THE ESSENCE FOR THIS PURCHASE ORDER AND SUPPLIER HEREBY AGREES TO ENSURE IT MEETS THE DELIVERY DATE(S) SPECIFIED ON THIS PURCHASE ORDER. In the event delivery date(s) are not specified on the Purchase Order, Buyer shall specify delivery date(s) at a later time, and Supplier shall have seven (7) days after receipt of these delivery date(s) to propose alternate delivery date(s). If no alternate delivery date(s) are received by Buyer within such seven (7)-day period, then Buyer's specified delivery date(s) shall be deemed part of and specified on this Purchase Order. If Supplier proposes alternate delivery date(s) within the seven (7)-day period, the parties will negotiate in good faith to determine the delivery date(s). If delivery date(s) cannot be agreed upon by the parties, Buyer shall have the option to terminate and cancel this Purchase Order pursuant to Section 23 (Termination/Cancellation) below. If any deliveries are not made by the delivery date(s) and in the quantity(ies) specified on this Purchase Order (including by reason of a Force Majeure Event (as defined in Section 22 below)), Buyer may, in addition to any other rights or remedies it may have under this Purchase Order, at law or in equity, cancel this Purchase Order with respect to any or all deliveries of the Products that have not been made or with respect to any or all of the Products not previously accepted by Buyer, without any liability whatsoever, and in the event of any such delay in delivery (other than due to a Force Majeure Event affecting Supplier), Buyer may hold Supplier responsible for all Losses (as defined in Section 16(a) below) caused by or arising from untimely performance, including: (i) all direct, incidental and consequential damages and any resulting late performance penalties incurred by Buyer; and (ii) if Buyer covers by purchasing goods or services from another vendor, the amount (if any) by which the cost of such goods or services exceeds the contract price of the affected Products hereunder, along with all other cover damages. If the Purchase Order is a rated order, nothing in the foregoing paragraph modifies or changes Supplier's obligations under the Defense Priorities and Allocations System regulations in 15 CFR Part 700.
- (b) From time to time, Buyer may, in its sole discretion, deliver non-binding 52-week forecasts to Supplier. Notwithstanding any such forecast delivered by Buyer, all purchases of Products shall be governed by this Purchase Order and other Purchase Order(s) that may be issued by Buyer, and Supplier agrees that any such forecast is intended solely to assist in planning Buyer's production schedules and is not a commitment by Buyer to purchase any minimum volume of Products from Supplier. Supplier shall not unreasonably anticipate delivery of Products by purchasing materials or manufacturing quantities in excess of what is reasonably required to meet the delivery date(s) set forth in this Purchase Order. Any Product received by

Buyer in advance of its scheduled delivery date may, at Buyer's option, be returned to Supplier at Supplier's risk and expense or be stored by Buyer at Supplier's expense and payment withheld until sixty (60) days after the scheduled delivery date.

3. Prices; Payment; Taxes. Supplier agrees to sell the Products to be furnished to Buyer hereunder at the prices stated on this Purchase Order. All such prices are firm, and no additional charges or surcharges or price increases or adjustments will be allowed unless specifically agreed to in writing in advance by an authorized officer of Buyer. Without limiting the foregoing, Supplier shall bear the risk of currency exchange fluctuation, changes in the cost of commodities, materials, components or labor, and increased or new tariffs, duties and taxes, and no such event shall serve as the basis for a price increase or surcharge, however named. Supplier warrants and agrees that the net prices charged by it to Buyer for the Products (including Products being purchased for aftermarket purposes), and the terms applicable to Buyer's purchase of such Products, are not and shall not be less favorable from the perspective of the purchaser than those prices and terms currently extended or offered by Supplier to any other customer for the same or like goods or services in equal or less quantities. In the event Supplier reduces its price for any such Products prior to complete delivery of all goods or the furnishing of all services covered by this Purchase Order, Supplier agrees to reduce, correspondingly, the price of the goods or services covered hereby. Upon notice to Supplier, Buyer may offset any amounts due Buyer from Supplier against amounts due Supplier from Buyer. All prices are expressed and shall be payable in U.S. dollars unless otherwise provided on this Purchase Order, or unless prices are addressed in a separate currency exchange agreement between Buyer and Supplier. Buyer shall pay all undisputed amounts reflected on an invoice within sixty (60) days after Buyer's receipt of the Products or receipt of a correct invoice covering those Products, whichever is later. Except as provided in Section 3 hereof or in the Delivery Terms (as defined below), Buyer shall not be liable for any national, federal, provincial, state, municipal or local taxes, duties, tariffs, harbor maintenance fees, customs payments, or assessments, including any special tariffs imposed for reasons of national security, safeguard actions, antidumping or countervailing duty orders, or other international trade remedies, in connection with the sale, purchase, importation, transportation, use or possession of the Products ordered hereunder, other than those expressly set forth on the Purchase Order.
4. Exemption Certificate. Buyer hereby certifies that it is a manufacturer or producer of specialized trucks, vehicles and/or equipment. The Products specified on this Purchase Order are tax exempt for the following reason(s) as indicated on this Purchase Order:
- CODE 9A: Sale for Resale, Oshkosh Corporation WI Sellers  
Permit No. 456-0000602006-03.  
Sale for Resale, Oshkosh Defense LLC WI Sellers  
Permit No. 456-0000602006-03.
- CODE 9B: Sale for Resale, Oshkosh Corporation FL Sellers  
Permit No. 78-8012369662-4.
- CODE 9C: Sale for Resale, Oshkosh Corporation AZ Sellers  
Permit No. 07-354957-U.  
Sale for Resale, Oshkosh Defense LLC AZ Sellers  
Permit No. 21040626.
- CODE 9D: Sale for Resale, Oshkosh Corporation CA Sellers  
Permit No. 99-000758.  
Sale for Resale, Oshkosh Defense LLC CA Sellers  
Permit No. 102-622247.
- CODE 9E: Sale for Resale, Oshkosh Corporation CO Sellers  
Permit No. 80-48024-0000.  
Sale for Resale, Oshkosh Defense LLC CO Sellers  
Permit No. 30085553.

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- CODE 9F: Sale for Resale, Oshkosh Corporation CT Sellers  
Permit No. 4537908-000.  
Sale for Resale, Oshkosh Defense LLC CT Sellers  
Permit No. 63255061-001.
- CODE 9G: Sale for Resale, Oshkosh Corporation HI Sellers  
Permit No. 10399158.  
Sale for Resale, Oshkosh Defense LLC HI Sellers  
Permit No. W15733724-01.
- CODE 9H: Sale for Resale, Oshkosh Corporation IL Sellers  
Permit No. 0546-1170.  
Sale for Resale, Oshkosh Defense LLC IL Sellers  
Permit No. 4148-5106.
- CODE 9I: Sale for Resale, Oshkosh Corporation KS Sellers  
Permit No. 115-1522.  
Sale for Resale, Oshkosh Defense LLC KS Sellers  
Permit No. 005-471133037F-01.
- CODE 9J: Sale for Resale, Oshkosh Corporation MI Sellers  
Permit No. 39-0520270.  
Sale for Resale, Oshkosh Defense LLC MI Sellers  
Permit No. 47-1133037.
- CODE 9K: Sale for Resale, Oshkosh Corporation MN Sellers  
Permit No. 7615306.  
Sale for Resale, Oshkosh Defense LLC MN Sellers  
Permit No. 3684697.
- CODE 9L: Sale for Resale, Oshkosh Corporation NJ Sellers  
Permit No. 390-520-270/000.  
Sale for Resale, Oshkosh Defense LLC NJ Sellers  
Permit No. 471-133-037/000.
- CODE 9M: Sale for Resale, Oshkosh Corporation NC Sellers  
Permit No. 600626587.  
Sale for Resale, Oshkosh Defense LLC NC Sellers  
Permit No. 600965549.
- CODE 9N: Sale for Resale, Oshkosh Corporation ND Sellers  
Permit No. 258042 00.
- CODE 9O: Sale for Resale, Oshkosh Corporation OH Sellers  
Permit No. 99-000008.  
Sale for Resale, Oshkosh Defense LLC OH Sellers  
Permit No. 94-001708.
- CODE 9P: Sale for Resale, Oshkosh Corporation PA Sellers  
Permit No. 84788223.  
Sale for Resale, Oshkosh Defense LLC PA Sellers  
Permit No. 86372992.
- CODE 9Q: Sale for Resale, Oshkosh Corporation SC Sellers  
Permit No. 01107256-3.  
Sale for Resale, Oshkosh Defense LLC SC Sellers  
Permit No. 099541384.
- CODE 9R: Sale for Resale, Oshkosh Corporation TX Sellers  
Permit No. 1-39-0520270-4.  
Sale for Resale, Oshkosh Defense LLC TX Sellers  
Permit No. 3-20548-4350-6.
- CODE 9S: Sale for Resale, Oshkosh Corporation UT Sellers  
Permit No. E05310.  
Sale for Resale, Oshkosh Defense LLC UT Sellers  
Permit No. 13934581-002-STC.

- CODE 9T: Sale for Resale, Oshkosh Corporation WA Sellers  
Permit No. 600-5317778.  
Sale for Resale, Oshkosh Defense LLC WA Sellers  
Permit No. A31 5634 16.
- CODE 9U: Containers and other packing, packaging and shipping materials used to transfer merchandise to customers.
- CODE 9V: Tangible personal property which is consumed or destroyed or loses its identity in the manufacture of tangible personal property destined for sale.
- CODE 9W: Machines and specific processing equipment and repair parts or replacements thereof, exclusively and directly used in manufacturing tangible personal property.
- CODE 9X: The service of repairing and maintaining machines and specific processing equipment, which property was purchased without tax, at the time the service is performed.
- CODE 9Y: Printed advertising material solely for out-of-state use.
- CODE 9Z: Fuel and electricity consumed in manufacturing tangible personal property.

5. Shipments; Packaging.

- (a) All Products shall be delivered in accordance with the domestic shipment, international sea freight shipment or international air freight shipment terms, as applicable, posted on the Oshkosh Corporation procurement website, <http://osn.oshkoshcorp.com> (select the Oshkosh Logistics link) on the date of this Purchase Order (the "Delivery Terms"). All international shipments shall be made by sea freight under a shipping term of FOB nearest port to Supplier (with "FOB" having the meaning assigned to it under the then-most current version of Incoterms), unless Buyer instructs Supplier in writing otherwise. All shipping charges shall be collect. If Supplier uses any means of delivery other than as specifically set forth in the Delivery Terms or expressly authorized in writing by Buyer, Supplier shall be responsible for any and all additional shipping costs (including freight costs, tariffs, harbor maintenance charges, taxes, duties and other shipping-related costs) incurred thereby. Without limiting the foregoing sentence, Supplier hereby acknowledges and agrees that there shall not be any departure from the specific routing set forth in this Purchase Order except in the case of emergencies identified by Buyer, and Buyer may recover from Supplier, and Supplier shall pay, all overcharges arising from failure to follow such specified routing.
- (b) Unless otherwise specified by Buyer in the Purchase Order, the following provisions shall apply to all shipments of Products:
- i. All Products ordered hereby shall be suitably packed, marked, insured and shipped in accordance with Buyer's written specifications, and without limiting the foregoing, at a minimum Supplier shall prepare and package all Products for shipment to prevent damage or deterioration thereto during shipment and for a period of twelve (12) months thereafter;
  - ii. All Products that will be shipped internationally will be boxed and packed in containers or otherwise in accordance with Buyer's instructions;
  - iii. Standard commercial packing shall be used unless other packing instructions are specified on this Purchase Order, and no charge for containers, cartage, packaging or packing is allowed (unless the Purchase Order specifically provides otherwise);
  - iv. All shipments must include a packing slip identifying the applicable Purchase Order number, the part number(s), description of material(s) and quantity(ies) of Products (in the absence of such information on the packing slip, Buyer's inventory count, itemization and other review of the contents of the shipment shall be conclusive);

- v. All printed invoices must be rendered in duplicate for each Purchase Order;
- vi. Express bills of lading, express receipts or other shipping documents required by Buyer shall be promptly mailed to Buyer with the applicable invoices, in the case of domestic shipments of Products, and sent via courier, in the case of international shipments of Products;
- vii. Palletization on non-returnable pallets with minimal packaging (consistent with appropriate care of the Products), preferably made of recyclable/reusable materials, should be used whenever a returnable is not a viable option, and all pallets shall have a minimum ground clearance of two-and-one-half (2-1/2) inches; and
- viii. Without limiting the foregoing, as soon as practicable, but in no event more than 30 days after the award or issuance of this Purchase Order, Buyer and Supplier shall agree upon a written protocol (the "Shipping Instructions") covering in detail all aspects relevant to packing, packaging, shipping and delivering the articles covered by this Purchase Order, including the size and type of shipping containers, the method and configuration of packing articles in the containers, requirements as to number of counterparts and contents of packing slips, bills of lading and invoices, timing and methods of giving notice with regard to shipment dates, procedures for delivery of the articles to Buyer or its carrier, and procedures for moving articles to storage if timely delivery cannot be made. Supplier agrees to refer to the Oshkosh Corporation procurement website, <http://osn.oshkoshcorp.com> (select the Oshkosh Logistics link), for additional information.

6. Country of Origin Product Markings; Certificate of Conformance.

- (a) *Country of Origin Product Markings.* All Products must be permanently, indelibly and legibly marked with their respective country of origin. The mark must be the country's complete name in the English language (19 CFR Part 134). This marking requirement must be satisfied in different ways, depending upon which of the following two scenarios applies:
  - i. If the Products are to be used by Buyer in manufacturing, Supplier must mark the outermost shipping container with its content's country of origin.
  - ii. If the Products are purchased by Buyer exclusively for aftermarket sale, Supplier must mark the Product itself and the individual saleable package containing the Product.
- (b) To determine which of the scenarios in paragraph (a) pertains to Supplier's shipments to the United States, the following general rule should be utilized: Any shipment destined to Buyer's service or distribution centers should be considered "exclusively for aftermarket sale."
- (c) On an annual basis and as otherwise requested by Buyer, for all Products Buyer purchases from Supplier, Supplier must timely supply Buyer in writing with: (i) country of origin information; (ii) information as to whether the Products comply with the Trade Agreements Act; (iii) the status of the Products under the Buy American Act; and (iv) proof of compliance with specialty metals requirements. This requirement to provide country of origin information applies both for preferential (i.e., North American Free Trade Agreement – NAFTA or other free trade agreement) and non-preferential (i.e., not pursuant to a free trade agreement) information. Supplier must provide this information promptly to ensure Buyer's international shipments and government sales are not negatively impacted.
- (d) For any and all entries for which preferential treatment is being requested pursuant to NAFTA, it is the responsibility of the Supplier as the exporter to provide Buyer with a completed and

signed NAFTA Uniform Certificate of Origin (either single-entry or a blanket certification), at the time of entry.

- (e) *Certificate of Conformance.* Supplier shall include with each shipment of Products a Certificate of Conformance as follows and Buyer will not accept shipments of Products that do not contain a properly executed Certificate of Conformance:

I certify that on [insert date], the [insert Supplier's name] furnished the supplies or services called for by Purchase Order No. [insert Purchase Order number] via [insert Carrier] on [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, preservation, packaging, packing, marking requirements and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document. I further certify that, except as stated below, the supplies have been mined, produced, or manufactured in the United States and, if the supplies contain specialty metals, the supplies comply with the restrictions on specialty metals, as implemented through the Department of Defense Federal Acquisition Regulation Supplement.

Date of Execution: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

The following Products supplied under this Purchase Order have not been mined, produced, or manufactured in the United States:

Item Number or Identifier: \_\_\_\_\_  
Country of Manufacture: \_\_\_\_\_

- (f) *Other Product Marking-Related Obligations.* By accepting this Purchase Order, Supplier agrees that it shall, upon Buyer's request:
  - i. Reasonably support efforts to private label Products it sells to Buyer (i.e., to mark those Products and/or their packaging with trademarks, logos or other markings of or specified by Buyer) and/or to neutral label Products it sells to Buyer (i.e., to not place any trademarks, logos or other markings, except for any markings that may be legally required (such as country of origin requirements), on the Products it sells to Buyer and/or their packaging); and
  - ii. Remove any or all manufacturer's trademarks, logos or other markings from the Products it sells to Buyer and/or their packaging, except for any markings that may be legally required.

7. Documentation. All documentation specified by this Purchase Order, or otherwise to be delivered in connection with any Products, shall be delivered in accordance with the terms hereof and shall be in English. Any and all expenses, changes and claims incurred as a result of improper documentation shall be Supplier's responsibility. All correspondence and references to this Purchase Order must include the Purchase Order number and name of the Buyer designated to receive delivery of the applicable Products. Imported Products shall be subject to such additional documentation requirements as Buyer may deem necessary.

8. Inspection and Rejection. All Products purchased hereunder shall be received subject to Buyer's inspection and acceptance or rejection. Such inspection of the Products by Buyer shall be at Buyer's premises unless otherwise agreed by Buyer in writing, and may be completed at any time within a reasonable period after receipt at Buyer's premises; provided, however, that at Buyer's option, inspection may be made under operating conditions within a reasonable period after

incorporation of the Products into any plant, facility, vehicle, equipment or other product of which such Products are to be a part. Buyer reserves the right to hold for Supplier or return to Supplier rejected Products, and all expenses incurred by Buyer in doing so, including inspection, storage, transportation, handling and processing costs, shall be borne by Supplier. Payment for any Products prior to inspection shall not constitute acceptance of such Products; acceptance shall be deemed to have occurred only after Products have passed Buyer's inspection. Any inspection, testing or other evaluation by Buyer shall in no way affect, waive or invalidate any of Supplier's warranties in respect of the Products or any of Buyer's other rights or remedies hereunder or at law.

9. Risk of Loss; Title Transfer; Security Interest. In addition to bearing all risks required by law, Supplier shall bear all risks of loss of or damage to the Products until Supplier has completed all of its delivery obligations with respect to those Products, as provided in the Delivery Terms or as otherwise instructed by Buyer, at which point risk of loss of or damage to such Products shall pass to Buyer. Title to Products will transfer to Buyer when risk of loss of or damage to those Products passes to Buyer; provided, however, that title transfer shall not constitute acceptance of the Products by Buyer. Supplier shall bear all risks of loss or damage with respect to any Products that are rejected by Buyer after inspection, and title to such Products shall transfer back to Supplier upon rejection. If Buyer makes any payment before Buyer's receipt of the Products, Supplier hereby grants Buyer a security interest in and charge against the Products and all proceeds thereof to secure Supplier's performance of its obligations hereunder, and Supplier agrees to execute and deliver such documents to Buyer as Buyer may request to ensure the enforceability of such security interest and charge. Buyer is hereby authorized to prepare and file financing statements and other documents in order to perfect and maintain such security interest and charge.
10. Changes.
- (a) Only Buyer's authorized Purchasing Representative has authority to make changes in, to amend or to modify a Purchase Order on behalf of Buyer. Supplier shall not implement any changes or modifications to this Purchase Order without first having received written authorization to do so from Buyer's authorized Purchasing Representative.
- (b) Buyer's program, operations, engineering, technical or other personnel may from time to time render assistance, give technical advice or discuss or exchange information with Supplier's personnel concerning the Products hereunder and such actions shall not be deemed to be a change under this clause nor be the basis for an equitable adjustment. If Supplier believes any such assistance, advice or communications create an actual or constructive change, Supplier shall immediately notify Buyer's authorized Purchasing Representative and shall not accept such assistance or follow said advice or communications unless authorized by Buyer's Purchasing Representative in writing.
- (c) If Supplier is selling goods to Buyer under the Purchase Order, then by written notice to Supplier, Buyer may from time to time require changes in one or more of the following: (i) packing or methods of shipment; (ii) specifications for and designs of the Products ordered hereunder; (iii) quantity(ies) of Products to be delivered; and (iv) location(s) or date(s) of delivery. If Supplier is performing services for Buyer under the Purchase Order, by written notice to Supplier, Buyer may from time to time require changes in one or more of the following: (i) description of services to be performed; (ii) time of performance (i.e., hours of the day, days of the week, etc.); and (iii) place of performance of the services. Supplier shall immediately notify Buyer in writing if any such change affects Supplier's delivery schedule or Supplier's costs of performance. Any adjustment in prices or other terms resulting from such changes shall be binding only if and when agreed upon in writing by Buyer and Supplier. If such change is directed by Buyer's customer under the Prime Contract, Buyer's right to direct such changes shall be in accordance with FAR clause 52.243-1, Changes – Fixed-Price, Alternate II or FAR



clause 52.243-2, Changes – Cost-Reimbursement, Alternate II (as applicable), and Supplier's rights and obligations shall be governed by such applicable FAR clause, as modified in Article II of these Terms and Conditions. Failure to agree to any adjustment arising from a change under this Section 10 shall be a dispute under the Disputes clause of this Purchase Order. If so directed by Buyer, Supplier must proceed with the Purchase Order as changed, even if a dispute pertaining to any adjustment is pending between the parties.

11. Compliance with Laws

- (a) *General Compliance.* Supplier hereby represents, warrants, certifies and agrees that all work performed, and all Products delivered to Buyer, pursuant to this Purchase Order shall be performed, provided, manufactured, produced, assembled, packaged, labeled, shipped, delivered, invoiced, sold and – if required – registered, in accordance and compliance with all applicable federal, national, state, provincial, municipal and local laws, orders, rules, ordinances and regulations, including without limitation the following (unless and to the extent Supplier has demonstrated to Buyer's reasonable satisfaction that Supplier is exempt from any of the following):
- i. Applicable data privacy and security laws and regulations;
  - ii. Sections 6, 7, 12, 13, 15 and 18 of the federal Fair Labor Standards Act, as amended, and regulations and orders of the U.S. Department of Labor issued under Section 14 of said Act;
  - iii. The National Traffic and Motor Vehicle Safety Act of 1966, and the Federal Motor Vehicle Safety Standards promulgated thereunder, all as amended; and
  - iv. The federal Clean Air Act, Title 42, Chapter 85, Subchapter II, Emission Standards for Moving Sources, 42 U.S.C. §§ 7521-7590, and the regulations promulgated thereunder, all as amended.
- (b) *Hazardous Materials.* With respect to each shipment or other delivery of Products hereafter made by Supplier to Buyer, Supplier hereby represents, warrants, certifies and agrees that all such Products are, as of the date of such shipment or delivery not a misbranded or banned hazardous substance within the meaning of the Federal Hazardous Substances Act, 15 U.S.C. § 1261 et seq., and the regulations promulgated thereunder, all as amended. In addition to the foregoing, Supplier agrees that it has implemented and shall maintain an acceptable pollution prevention and waste minimization plan that, in the sole discretion of Buyer, satisfies all of the standards of the industry in which Supplier operates. This plan shall also address shipping and packaging materials for Products purchased by Buyer, and shall include environmental sustainability provisions satisfactory to Buyer.
- (c) *REACH Regulation.* If applicable, Supplier hereby confirms that each Product supplied to Buyer complies with all of the requirements in Regulation (EC) No. 1907/2006, as may be amended from time to time, concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH"). Supplier also hereby confirms that it understands and agrees to fully comply at its cost with all of its obligations under REACH and under all other related or comparable national, federal, state, provincial, municipal and local laws, regulations and requirements globally, as they may be amended from time to time. Supplier shall, upon Buyer's request, provide written confirmation of compliance with REACH, including providing copies of any applicable registration information or Safety Data Sheets. Supplier shall inform Buyer in writing as soon as reasonably possible if there are changes under REACH, including registrations or new chemicals, which impact any of the Products Supplier provides to Buyer. Supplier shall be solely responsible for all REACH compliance costs associated with the

Products. If Supplier fails to comply with the applicable obligations imposed by REACH or the related or comparable national implementing laws of any individual European Union member state(s) or fails to fulfill any of the other compliance obligations in the Purchase Order, Supplier shall indemnify and hold harmless Buyer and the other Buyer Indemnified Parties from and against any and all Losses (as those terms are defined in the Indemnification section below) arising from, or relating to, such non-compliance.

- (d) *WEEE; RoHS*. Supplier also hereby confirms that, if applicable, it understands and agrees to fully comply with all of its obligations under EU Directive 2012/19/EU on waste electrical and electronic equipment (“WEEE”) and EU Directives 2011/65/EU and 2015/863/EU on the restriction on the use of certain hazardous substances in electrical and electronic equipment (generally referred to as “RoHS”), and under all other related or comparable national, federal, state, provincial, municipal and local environmental laws, regulations and requirements globally, as they may be amended from time to time. Supplier warrants that, if applicable, all substances included in the Products to be supplied to Buyer under this Purchase Order, and all activities associated with the design, manufacture, testing and storage of said Products, shall comply with all applicable WEEE and RoHS Directives and all related or comparable national, federal, state, provincial, municipal and local governmental authorities, laws, regulations, and requirements throughout the world, as applicable. If Supplier fails to comply with any of the applicable obligations imposed by the WEEE and/or RoHS Directives or the related or comparable national implementing laws in individual European Union member states, Supplier shall indemnify, defend and hold harmless Buyer and the other Buyer Indemnified Parties (as defined below) from and against any and all Losses (as defined below) arising from, or relating to, such non-compliance.

(e) *Conflict Minerals*

- i. Buyer advises Supplier that Buyer is required to comply with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the implementing regulations issued by the United States Securities and Exchange Commission (together the “Act”). Supplier must comply with the provisions of this paragraph (e) to ensure that Products do not include conflict minerals sourced from mines or smelters in the Democratic Republic of the Congo (“DRC”) or an adjoining country that are providing financial support to groups who are operating in violation of human rights. In addition, Supplier acknowledges that Buyer will rely on the accuracy and completeness of information that Supplier furnishes to Buyer as the basis for Buyer’s decisions regarding its compliance with the Act and its disclosures under the Act. The terms “adjoining country”, “conflict mineral”, and “conflict minerals from recycled or scrap sources”, and variations of those terms, are used herein as those terms are defined for purposes of the Act. As of July 31, 2018, the term “conflict mineral” includes columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives, limited to tantalum, tin, and tungsten. That definition is used here unless the U.S. Secretary of State determines and publishes a list of additional derivatives financing conflict in the DRC or an adjoining country and states that the Act applies to those minerals as well.
- ii. Supplier represents, warrants, covenants and certifies that it has adopted supply chain policies and processes that will require: (1) a reasonable inquiry into the country of origin of conflict minerals incorporated into Products it sells to Buyer to determine whether any conflict minerals are from the DRC or adjoining countries or are not conflict minerals because they are known not to be from the DRC region/adjoining countries or are known to be from recycled or scrap sources; (2) due diligence of Supplier’s supply chain, as necessary, to determine where conflict minerals were sourced, including whether the source of any conflict minerals was certified as conflict-free by the EICC or a similarly-recognized certification agency; and (3) disclosure of the findings of the country of origin

inquiry and due diligence to Buyer as it becomes available or in response to Buyer's request.

- iii. Supplier further agrees to take all other measures reasonably requested by Buyer to enable Buyer to comply with the Act, including its implementing regulations, as they may be amended over time. Specifically, Supplier agrees: (1) to respond to each request from Buyer by certifying in writing to Buyer whether Supplier is complying with this paragraph (e); (2) to provide Buyer with such information regarding the source and chain of custody of all conflict minerals that may be contained in Products furnished hereunder as Buyer may request from time to time and to certify in writing as to the accuracy and completeness of such information; (3) to cooperate promptly as requested by Buyer with Buyer's efforts to comply with the Act, including permitting Buyer, at any time, to review Supplier's processes, procedures and all other documentation regarding Supplier's obligations to comply with this paragraph (e); and (4) without limiting Supplier's obligations to comply fully with this paragraph (e) for Products furnished under this Purchase Order, to use commercially reasonable efforts to cause its subcontractors and sub-suppliers of every tier to provide Buyer and Supplier with the information and cooperation that Supplier is required to provide under this paragraph (e).
- (f) *Equal Employment Opportunity.* Buyer and Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or expression, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, protected veteran status or disability. Supplier shall include this paragraph (f) in each lower-tier subcontract it issues.

## 12. Anti-Corruption Laws.

- (a) *Definition.* "Anti-Corruption Laws" means the United States Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, as amended, any applicable laws, rules, regulations or orders implementing the Organisation for Economic Co-operation and Development (OECD) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and all other anti-corruption laws, rules, regulations, ordinances and orders in any applicable jurisdiction.
- (b) *Certification.* Supplier hereby agrees and certifies that neither it, nor any of its directors, officers, agents, affiliates, or employees shall: (i) use any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to political activity; (ii) make any unlawful payment or unlawfully offer anything of value to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns; (iii) offer, give or promise to give a financial or other advantage to another individual or entity in exchange for improperly performing any function of a public nature; any activity connected with a business, trade or profession; any activity performed in the course of an individual's employment; or any activity performed by or on behalf of a body of persons whether corporate or unincorporated; (iv) make any other unlawful payment; or (v) violate any applicable export control, money laundering or antiterrorism law or regulation, nor will any of them otherwise take any action, or to fail to take any action, which action or failure would cause Supplier or Buyer to be in violation of any laws, rules, regulations, ordinances or orders, including any Anti-Corruption Laws. Any breach of any of the provisions of this Section 12 shall entitle Buyer to terminate the Purchase Order immediately upon notice to Supplier.

- (c) *Investigation.* In the event that Buyer has a reasonable factual basis to believe that Supplier has taken or failed to take any action that may subject Buyer to liability under any applicable law, rule, regulation, ordinance or order, including any applicable Anti-Corruption Law, Supplier agrees Buyer shall have the right, upon written notice to Supplier, to conduct an investigation and audit of Supplier to determine to Buyer's reasonable satisfaction whether or not any action(s) or failure(s) to act by or on behalf of Supplier may subject Buyer to liability under any Anti-Corruption Law or any other law, rule, regulation, ordinance or order. Supplier agrees to cooperate fully with each such investigation, the scope, method, nature and duration of which shall be at the sole reasonable discretion of Buyer.
- (d) *Policy.* With respect to any gift, entertainment or gratuity, Supplier represents and warrants that it shall comply with the Oshkosh Gift and Gratuity Policy in Section N of the Supplier Standards Guide, as it may be amended from time to time. In addition, Supplier represents and warrants that it shall comply with all laws, rules, regulations, policies, directions and other measures of applicable countries relating to gifts, entertainment, hospitality and other benefits conferred on public office holders of applicable countries and that it shall offer no benefit to a public office holder that could reasonably be construed as an inducement or encouragement for a public office holder to breach any legal or policy duties incumbent on him or her.
- (e) *Audits.* Supplier shall retain and preserve all records and materials relating to its performance under this Purchase Order, including invoice records, for a period of three (3) years after final payment under the Prime Contract or for the period prescribed by applicable law, whichever period is longer. Supplier shall include this clause in all contracts with lower-tier subcontractors and suppliers. During Supplier's performance of the Purchase Order and for up to three (3) years after final payment under the Purchase Order, upon reasonable notice and during normal business hours, Buyer, its customer(s) and/or their respective independent auditors (the "Auditors"), shall have the right to audit Supplier's and its subcontractors' and suppliers' compliance with the requirements of the Purchase Order and to confirm Supplier's compliance with applicable laws, rules and regulations in its performance of the Purchase Order. Supplier shall provide the Auditors with access to all documents, records, personnel and information requested by the Auditors pertaining to Supplier's performance of the Purchase Order. Audits may include, but are not limited to: (i) the accuracy of Supplier's invoices; (ii) the accuracy of any representations, warranties and certifications under this Purchase Order; (iii) the accuracy of reports prepared by Supplier; and (iv) Supplier's compliance with applicable laws, rules and regulations. During any audit, if any invoice submitted by Supplier is found to be in error, in Buyer's sole discretion, Buyer may make an appropriate adjustment to the invoice or the next succeeding or new invoice following the discovery of the error, or Supplier will otherwise repay the amount of any overbilling. Supplier shall promptly correct any other deficiencies discovered as a result of any such audit at Supplier's sole cost and expense.
13. Sameness Requirement; Changes in Design, Processes or Manufacturing Location. Supplier warrants that the Products supplied to Buyer shall be uniform and that there shall be no change in design that would adversely affect the form, fit, finish, functionality or serviceable parts of the Products being supplied. A "change in design" shall include any change in materials, material characteristics or components, as well as any dimensional changes, following Buyer's first article approval. In no event shall Supplier make any change in design of any Product to be sold to Buyer without Buyer's prior written consent, which may be granted or withheld in Buyer's sole discretion. Supplier shall provide written notice to Buyer of any proposed change in design, which notice shall include the reason for such change and a description of the manner in which such change will or will not affect the form, fit, finish, functionality or serviceable parts of any of the Products, supported by testing and analysis. Supplier shall be solely liable for any and all Losses (as defined below) incurred by Buyer or any other Buyer Indemnified Parties as a result of any change in design by Supplier that was not consented to in advance in writing by Buyer, and all such Losses shall be debited to Supplier's account and/or shall be payable by Supplier upon demand by Buyer. In

addition, Supplier shall not make any change to any of its manufacturing processes or manufacturing location(s) for the Products to be sold to Buyer without prior notification to and written approval from Buyer.

14. Warranty.

- (a) *Goods.* With respect to all Products purchased hereunder that are goods, Supplier warrants that: (1) Buyer shall receive good title to all such goods free and clear of all liens, encumbrances and security interests; (2) all such goods shall be free from all defects in materials and workmanship, shall be of good and merchantable quality, shall conform exactly to, and shall have been manufactured, produced, assembled, packaged, labeled, shipped, delivered, invoiced and sold in strict accordance with, Buyer's specifications, drawings and designs, shall (in the case of goods manufactured by Supplier in accordance with Supplier's own designs) be free from all defects in design, and shall (unless otherwise set forth on this Purchase Order) be made from new and unused materials and components; and (3) all such goods shall comply, and shall have been manufactured, produced, assembled, packaged, labeled, shipped, delivered, invoiced and sold or otherwise provided in compliance with all applicable federal, national, state, provincial, municipal and local laws, orders, rules, ordinances and regulations.
- (b) *Services.* With respect to all Products that are services, Supplier warrants that: (1) all such services shall be provided in a professional, workmanlike and timely manner and in accordance with industry standards applicable to a world-class provider of such services, by competent, experienced personnel who are properly trained and supervised; (2) all such services shall be performed to the reasonable satisfaction of Buyer and be suitable for their intended purpose; and (3) all such services shall be performed in compliance with all applicable federal, national, state, provincial, municipal and local laws, orders, rules, ordinances and regulations.
- (c) *Technology Products.* With regard to Products comprised of software or other technology ("Technology Products"), Supplier further warrants as follows: (a) it uses industry best practices to ensure and to the best of Supplier's knowledge, Technology Products do not contain any virus, worm, Trojan horse, or similar malware or destructive code that may destroy, modify, alter, or cause the destruction, modification or alteration, in whole or in part, of any Buyer equipment, devices, software, or data or permit unauthorized access to any of the foregoing, including the Technology Products; (b) unless expressly agreed otherwise in a signed writing, no Technology Products will contain any "phone-home", metering, or other feature designed to periodically transmit usage, statistical or other data to Supplier; and (c) neither Supplier nor any of its agents, contractors, or employees or anyone acting on their behalf, will disable or interfere, in whole or in part, with use of the Technology Product or any software, hardware, systems or data owned, utilized or held by Buyer without the written permission of a corporate officer of Buyer, whether or not the disablement is in connection with any dispute between the parties or otherwise. Supplier further warrants that no Technology Products will contain Open Source Software, as defined below, without Buyer's prior express written authorization. In any event, no Open Source Software furnished to Buyer will contain any orphaned code, as defined below, and no hardware or software Technology Products, including operating systems and embedded software, or any component thereof contain any hardware or software designated prior to the date of the relevant Purchase Order as end-of-life (i.e., to no longer be supported and updated by the manufacturer or licensor). For purposes of this Section, "orphaned code" means software that (a) has had more than one (1) year since its last release, (b) does not have an identified individual responsible for supporting and maintaining the code, or (c) the identified individual's contact information is no longer valid. For purposes of this provision, "Open Source Software" means any software, programming, or other intellectual property that is subject to (i) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at [www.opensource.org/licenses](http://www.opensource.org/licenses) or (ii) any agreement with terms requiring any intellectual property owned or licensed by Buyer to be (a) disclosed or distributed in

source code or object code form; (b) licensed for the purpose of making derivative works; or (c) redistributable. Supplier will conduct application security assessment review(s) to identify common security vulnerabilities as identified by industry-recognized organizations (e.g., OWASP Top 10 Vulnerabilities; CWE/SANS Top 25 vulnerabilities) for all major releases, as determined by Buyer, of the Technology Products, but in any event no less than every twelve (12) months or in the event a new vulnerability is identified by one of the foregoing organizations. Supplier will focus the scope of the security assessment on application security, including, but not limited to, a penetration test of the Technology Product, as well as a code review of the Technology Product. Supplier shall, at its sole expense, either (i) use the third party firm specializing in code reviews identified by Buyer to conduct the foregoing security assessments or (ii) conduct the security assessment review itself, provided that Supplier Personnel performing the review are experienced in conducting reviews of this kind, hold an industry-recognized certification in security assessments for software (e.g., Certified Secure Software Lifecycle Professional (CSSLP) or GIAC Secure Software Programmer certification), follow industry standard best practices for such assessments, assessment results are promptly shared by Supplier with Buyer's designated agent for review and approval by Buyer. Supplier shall at its sole expense remediate all vulnerabilities identified and rated as a result of the assessment as medium or higher (or other similar designation) (i) prior to a new version of the Supplier Software being introduced to production environments, and (ii) for a version of the Technology Product currently in production within thirty (30) to ninety (90) days based on criticality of the vulnerability identified from the assessment. In addition to all other security obligations under this Agreement, Supplier warrants it shall test all Technology Products, including all embedded third party software, in accordance with best industry practices, but in no event less than on a quarterly basis, for any vulnerability or exposure identified in Mitre's Common Vulnerabilities and Exposures ("CVE") located at <http://cve.mitre.org> and having a Common Vulnerability Scoring System ("CVSS") score of [**\*\* Specify 4-7 \*\***] or higher (as published by the NIST National Vulnerability Database, located at <http://nvd.nist.gov>). In the event such a vulnerability with a CVSS score is identified, Supplier shall, at no additional charge to Buyer, promptly remediate the vulnerability. Supplier shall keep complete and accurate records of its testing and remediation activities under this Section.

(d) *Remedies.* The foregoing warranties shall survive inspection, delivery, performance, acceptance, payment and completion or termination of this Purchase Order and shall run in favor of Buyer and its customers, both direct and indirect. If any Products furnished under this Purchase Order shall be found to be defective or inferior in quality, or not to conform to Buyer's specifications or to Supplier's warranties during the applicable Warranty Period (as defined below), Buyer shall have all rights and remedies available to it under this Purchase Order and under applicable law. Without limiting the foregoing, Buyer shall also have the right:

- i. With respect to such defective or nonconforming Products that are goods, to: (1) cancel any unshipped portions of any such Purchase Order, and/or return any such defective or nonconforming goods to Supplier at Supplier's expense; and/or (2) retain and rework or repair any such defective or nonconforming goods, in which case Supplier shall reimburse Buyer on demand for material, labor, travel and freight charges associated with the rework or repair, with all such charges calculated at Buyer's then-current rates; and/or (3) cover by purchasing replacement goods from another vendor, in which case Supplier shall reimburse Buyer for the amount (if any) by which the cost of such goods exceeds the contract price of the defective or nonconforming goods hereunder, along with all other cover damages; and/or (4) impose upon Supplier any predetermined charge-back associated with such defective or nonconforming goods that may have been agreed upon by Supplier and Buyer, and if Buyer imposes such charge-back, Supplier shall within fifteen (15) days, pay to Buyer the amount of such charge-back. Buyer shall also be reimbursed by Supplier for all of its costs and expenses in connection with the inspection, storage, handling, packing and/or transporting of any such defective or nonconforming goods, and

Supplier shall assume all risk of loss or damage in transit to such goods returned by Buyer pursuant hereto.

- ii. With respect to such defective or non-conforming Products that are services: (1) cancel any unperformed portions of any such Purchase Order; and/or (2) re-perform the defective or nonconforming services, in which case Supplier shall reimburse Buyer on demand for all labor, material, travel and other charges associated with the re-performance of the services calculated at Buyer's then-current rates; and/or (3) cover by purchasing replacement services from another vendor, in which case Supplier shall reimburse Buyer for the amount (if any) by which the cost of such services exceeds the contract price of the nonconforming services hereunder, along with all other cover damages; and/or (4) impose upon Supplier any predetermined charge-back associated with such defective or nonconforming Products that may have been agreed upon by Supplier and Buyer, and if Buyer imposes such charge-back, Supplier shall within fifteen (15) days, pay to Buyer the amount of such charge-back.
  - (e) *Notice.* In the event Supplier becomes aware of any circumstance that would reasonably cause Supplier to believe that any of its warranties may have been breached or that it may not be capable of delivering Products which conform to such warranties set forth in this Section 14, Supplier shall immediately notify Buyer in writing of the problem and the extent of such problem.
  - (f) *Warranty Period.* For purposes of this Purchase Order, "Warranty Period" means the period commencing upon the date on which the applicable Product was delivered to or performed for Buyer and expiring on the later to occur of: (i) two (2) years after the date on which such Product was delivered to or performed for Buyer; or (ii) two (2) years after the date on which the vehicle, equipment or other product into which such Product is installed or incorporated is delivered by Buyer to its customer, but not later than the third anniversary of the date on which such Product was delivered to or performed for Buyer. Notwithstanding anything in the immediately preceding sentence to the contrary, if Supplier's standard warranty with respect to any particular Product would continue beyond the expiration of the Warranty Period as determined in accordance with that sentence, then the Warranty Period for that Product shall be deemed to be of the same duration as Supplier's standard warranty. Notwithstanding anything in these Terms and Conditions to the contrary, in the event and to the extent that Supplier and Buyer agree in a separate written warranty agreement or on the face of this Purchase Order to a different warranty and/or Warranty Period for Products purchased by Buyer pursuant to this Purchase Order, such different warranty and/or Warranty Period shall be controlling with respect to those Products.
15. **Bankruptcy.** Supplier shall immediately notify Buyer in the event of: (i) the commencement of any proceedings, voluntary or involuntary, under any bankruptcy, insolvency, receivership or other debtor relief law by or against Supplier as debtor; (ii) the appointment, with or without Supplier's consent, of a receiver, administrator or trustee for Supplier or all or some of its assets; (iii) an assignment by Supplier for the benefit of Supplier's creditors; (iv) Supplier's ceasing to conduct its operations in accordance with accepted business practices (including inability to meet its obligations as they mature); or (v) Supplier's otherwise becoming insolvent. If any of the events described in (i) through (v) of the preceding sentence occurs, then Buyer shall be entitled to elect to cancel any unfilled part of this Purchase Order without any liability whatsoever to Buyer. If Buyer so elects to cancel, Buyer may, at Buyer's sole election, pay Supplier its actual direct out-of-pocket costs of performance hereunder to the date of such cancellation, as such costs are approved by Buyer, in which event the Products or uncompleted portions of the Products shall be the sole property of Buyer, and Supplier shall safely hold the same for a reasonable time subject to receipt of Buyer's written shipping instructions or other disposition instructions. Buyer shall be entitled to remove such Products and portions of Products, together with the Buyer Property (as defined below), from Supplier's facility upon notice to Supplier, and Supplier shall make such items available for pick up by Buyer.

16. Indemnification.

- (a) *General Indemnity.* Supplier shall indemnify, defend and hold harmless Buyer and its parent companies, subsidiaries, affiliates, shareholders, members, partners, directors, managers, officers, employees, insurers, agents, customers, successors and assigns (collectively, the "Buyer Indemnified Parties") from and against any and all claims, demands, actions, losses, injuries, damages, liabilities, obligations, penalties, costs and expenses, including attorneys' fees, experts' fees and other costs of defending any claim, demand or action and costs of recalls, field campaigns and other corrective actions (collectively, "Losses"), which any Buyer Indemnified Party(ies) may incur or become liable for as a result of, on account of or in connection with: (i) any actual or alleged default or breach by Supplier or any of its employees, agents or subcontractors of any of Supplier's warranties or any of Supplier's other obligations under this Purchase Order; (ii) any actual or alleged act or omission by Supplier or any of its employees, agents or subcontractors in performing any of Supplier's obligations under this Purchase Order; (iii) any defects or alleged defects in any Product or arising from the nature of the material contained in any Products (except to the extent any such defect was specifically due to a design that was furnished to Supplier by Buyer); (iv) any actual or alleged negligence, intentional misconduct or fraud by Supplier or any of its employees, agents or subcontractors; or (v) any actual or alleged failure on the part of the Products or of Supplier or its employees, agents or subcontractors, to comply with any applicable federal, national, state, provincial, municipal or local laws, orders, rules, ordinances or regulations, including, without limitation, the FAR clauses and FAR agency supplemental clauses contained in Article II herein.
- (b) *Infringement Warranty and Indemnity.* Supplier warrants that neither the Products furnished hereunder, nor their manufacture, delivery, purchase, resale or use, shall infringe or misappropriate or contribute to the infringement or misappropriation of any patent, copyright, trademark, trade name, trade dress, trade secret or other proprietary or intellectual property right in the U.S.A. or elsewhere, or subject Buyer or its customers (whether direct or indirect) or any other Buyer Indemnified Parties to royalties in the U.S.A. or elsewhere. Supplier shall indemnify, defend and hold harmless Buyer and its customers (whether direct or indirect) and the other Buyer Indemnified Parties from and against any and all Losses which they, or any of them, may sustain or incur as the result of any breach of this warranty. The foregoing warranty shall not apply, however, if and to the extent an infringement is proven to have been caused by Supplier manufacturing Products in strict accordance with design(s) provided by Buyer to Supplier.
- (c) *Indemnification Procedures.* Buyer will notify Supplier of any Losses of which it has knowledge that are or may be subject to any of Supplier's indemnification obligations. Buyer shall make available to Supplier all information and assistance as Supplier may reasonably request in connection with satisfying its indemnification duties, at Supplier's expense. Buyer shall have the right to participate in the defense of any claims, demands or actions that are subject to any of Supplier's indemnification obligations, or to assume and control the defense of any such claim, demand or action, all at the expense of Supplier. Supplier may not settle any such claim, demand or action without the prior written consent of Buyer (such consent not to be unreasonably withheld or delayed). Notwithstanding anything to the contrary herein, if in the opinion of Buyer or any other Buyer Indemnified Party, any claim, demand or action involves either the potential imposition of criminal liability on any Buyer Indemnified Party, or a conflict of interest between a Buyer Indemnified Party and Supplier as the indemnifying party, then Supplier shall not assume the defense; instead, Buyer shall assume and control the defense, all at the expense of Supplier.

17. Insurance. Supplier must provide Buyer with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit or modify the liability of Supplier



assumed under this Purchase Order or elsewhere. Supplier shall, at its sole expense, maintain the following insurance:

(a) *Property Coverage*. Supplier to insure the Buyer Property and Product inventory on Supplier's site for full replacement cost coverage. Limits must equal the full replacement cost of all Buyer Property and Product inventory.

(b) *Commercial General Liability* - Coverage per ISO Form CG 0001(1-98) 1998 edition or equivalent.

\$1,000,000 Per Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations  
\$1,000,000 Personal & Advertising Injury

- Additional Insured Endorsement naming Oshkosh Corporation and its Subsidiaries
- Supplier's coverage is primary with respect to all insureds and additional insureds

(c) *Garage Liability Coverage*

\$1,000,000 Per Occurrence  
\$1,000,000 Per Occurrence other than Auto  
\$2,000,000 Aggregate other than Auto

- Symbol 21 should be used to designate any Auto coverage
- Supplier's General Liability coverage should be primary and non-contributory
- Additional Insured Endorsement naming Oshkosh Corporation and its Subsidiaries

[Note: Subject to approval of Buyer, the Commercial General Liability policy can be expanded to include Garage Liability. Garage Keepers coverage must be written separately if this is done.]

(d) *Garage Keepers and Dealers Physical Damage – Comprehensive/Collision/Dealer's Drive Away*

\$1,000,000 Comprehensive - Each Location  
\$1,000,000 Collision - Each Location

- Symbol 30 should be used to designate Auto's left with Supplier for service, repair, storage or safekeeping
- Coverage to apply to Oshkosh Corporation's and its Subsidiaries' vehicle(s) or apparatus in Supplier's possession both at or away from Supplier's business location
- Coverage should be Direct-Excess
- \$1,000,000 Dealer's Drive Away Collision coverage

(e) *Automobile Liability*

\$1,000,000 Each Accident – Any Automobile

- Additional Insured Endorsement naming Oshkosh Corporation and its Subsidiaries

- (f) *Umbrella* - Provide coverage over the Commercial General Liability, Automobile and Employer's Liability policies.

\$4,000,000 Per Occurrence

\$4,000,000 Aggregate

- Additional Insured Endorsement naming Oshkosh Corporation and its Subsidiaries

- (g) *Workers' Compensation* -

Coverage A - Statutory Benefits

Coverage B – Employer's Liability

\$500,000 Bodily Injury by Accident - Each Accident

\$500,000 Bodily Injury by Disease - Policy Limit

\$500,000 Bodily Injury by Disease - Each Employee

Coverage C - Other States

- Waiver of Subrogation in favor of Oshkosh Corporation and its Subsidiaries

- (h) *Cyber, Privacy and Network Security Liability*

\$5,000,000 limit per claim/annual aggregate

- Policy must not sublimit the reimbursement of notification costs

- (i) *Error & Omissions (Professional Liability)*

\$5,000,000 limit per wrongful act/annual aggregate

- Errors and Omissions policy must provide coverage for all professional services contracted with Oshkosh Corporation and/or any of its Subsidiaries

If either Cyber, Privacy and Network Security or Errors & Omissions coverages are underwritten on a claims made insuring agreement, coverage must be maintained for a minimum of two years after the completion, termination or cancellation of this Purchase Order.

- (j) *Additional Requirements*: The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. Supplier shall provide at Buyer's request certificates of insurance evidencing the coverages, limits and provisions specified above on or before the award or issuance of this Purchase Order and thereafter upon the renewal of any of the policies. Supplier will maintain insurance in the above types and minimum amounts with insurance carriers that have an AM Best Rating of no less than "A-XII". Supplier or its insurers shall provide Buyer with a thirty (30) day advance written notice of any cancellation or nonrenewal of any of the policies maintained in accordance with the requirements of this Purchase Order. Certificate Holder shall read as follows:

Oshkosh Corporation and its Subsidiaries  
2307 Oregon Street  
Oshkosh, WI 54904

18. Subcontracts. Supplier shall not subcontract or otherwise delegate any of its responsibilities or obligations, or subcontract for the manufacture, production, assembly, packaging, labeling or other performance or provision, as applicable, of the Products, without Buyer's advance written consent. Supplier shall notify Buyer in writing of the identity of the subcontractor(s) it proposes to engage and the portions of Supplier's work it intends for those subcontractor(s) to perform. Notwithstanding any consent by Buyer to any such subcontracting or delegation, Supplier shall be liable to Buyer for any and all acts and omissions of any subcontractor, and in no event shall any such subcontracting or delegation in any way relieve Supplier of any of its obligations or liabilities under this Purchase Order. Buyer shall owe no duties to any such subcontractors. Supplier shall be responsible for compensating its subcontractors, and shall indemnify, defend and hold harmless Buyer and the other Buyer Indemnified Parties from and against any claims, demands or actions by any such subcontractors.
19. Certain Materials, Tooling and Equipment. All materials, including tools, dies, molds, fixtures and equipment, furnished to Supplier by Buyer or specifically paid for by Buyer, whether through progress payments, performance-based payments, or as specified in this Purchase Order, and any materials affixed or attached thereto (collectively, "Buyer Property"), shall be and remain the sole property of Buyer, shall be subject to removal from Supplier's facilities at any time without charge upon demand by Buyer, shall be used only by Supplier and only in filling orders from Buyer, shall be kept separate from other materials, tools or equipment of Supplier or third parties and kept free of liens, encumbrances and security interests, and shall be clearly identified as the property of Buyer. Without limiting the foregoing, Supplier shall not use any Buyer Property in the production of any Products to be offered or sold to any person or entity other than Buyer or one of Buyer's affiliated companies. Supplier assumes all liability for loss or theft of or damage to the Buyer Property, with the exception of normal wear and tear, and agrees to supply Buyer with detailed statements of Buyer Property in Supplier's possession, custody or control at monthly intervals or as otherwise agreed by Buyer. Buyer Property shall be used and kept only at those facilities of Supplier that Buyer has approved of in writing in advance, and shall not be moved from such facilities without Buyer's written direction. All such Buyer Property, while in Supplier's possession, custody or control, shall be held at Supplier's risk and kept insured by Supplier at Supplier's expense in an amount equal to the replacement cost thereof, with loss payable to Buyer. Except for the Buyer Property, all tools, dies, molds, fixtures and similar items required for the production of the Products (hereinafter collectively referred to as "Supplier Tooling") shall be furnished by Supplier at its sole expense and without charge to Buyer unless separately itemized on this Purchase Order. It shall be the responsibility of Supplier at its expense to maintain, keep in good condition and repair, and replace when necessary all Buyer Property and Supplier Tooling in order that such Buyer Property and Supplier Tooling at all times have the capacity to produce Products in conformance with orders from Buyer. All such replacements of Buyer Property shall be considered "Buyer Property" for all purposes and shall be so identified by Supplier. Notwithstanding the foregoing, all materials, including without limitation tools and equipment, that qualify as "Government Property" under FAR clause 52.245-1, Government Property, shall be handled in accordance with said clause, as modified in Article II of these Terms and Conditions.

Where the Supplier has relied upon Buyer Property for the processing of Products, Buyer shall include the value of such assist in the declared value of the Products as presented to Customs, in accordance with the Customs regulations of the relevant Customs authority.

20. Disputes.
- (a) Any dispute or claim arising or relating to this Purchase Order which is not settled by agreement between the parties shall, to the extent it involves a claim that is cognizant under the Disputes Clause of the Prime Contract, be presented by Buyer for decision by the U.S. Government Contracting Officer. In the event Supplier is not satisfied with the Contracting Officer's decision,

- Buyer will appeal the Contracting Officer's decision as provided under the Disputes Clause of the Prime Contract. Supplier shall submit a certification to Buyer for claims exceeding \$100,000 in the form required by FAR 33.207.
- (b) In presenting Supplier's claim for decision by the Contracting Officer or appealing from the final decision of the Contracting Officer:
- i. Buyer shall proceed to present the claim or to appeal from the decision, as the case may be, on behalf of Supplier in the manner prescribed in the Prime Contract, provided Buyer believes the claim to be made by Supplier in good faith;
  - ii. Buyer shall provide reasonable assistance to Supplier to present Supplier's claim or the appeal from the decision of the Contracting Officer;
  - iii. Buyer shall allow its name to be used in presenting the claim to the Contracting Officer and in any appeal from the final decision of the Contracting Officer; and
  - iv. Supplier shall be responsible for all costs incurred by both parties in the claim proceedings.
- (c) Disposition of a claim under the procedure provided in the Prime Contract shall be final and conclusive between the parties. Pending final disposition of any claim decided by the Contracting Officer and any appeal from the Contracting Officer's final decision, Supplier shall proceed diligently with performance of this Purchase Order in the manner directed by Buyer.
- (d) If and to the extent that any dispute or claim arising under or relating to this Purchase Order which is not settled by agreement between the parties does not involve a claim that is cognizable under the Disputes Clause of the Prime Contract, as part of the consideration for the execution hereof by Supplier, it is hereby agreed that any dispute between Supplier and Buyer involving the subject matter of this Purchase Order that is not resolved through good faith negotiations of the parties shall be litigated only in the state or federal courts located within the State of the United States of America in which Buyer is headquartered on the date of this Purchase Order, and Supplier and Buyer consent to the exclusive jurisdiction of any such court(s). Supplier acknowledges that Oshkosh Corporation, Oshkosh Defense, LLC and Pierce Manufacturing are headquartered in the State of Wisconsin, U.S.A., the McNeilus companies are headquartered in the State of Minnesota, U.S.A., and JLG Industries is headquartered in the Commonwealth of Pennsylvania, U.S.A. Supplier additionally waives personal service of process, and further consents that such service of process may be made by certified or registered mail, return receipt requested, directed to Supplier at its address stated in this Purchase Order. If Supplier is headquartered or incorporated outside the United States of America, Supplier waives any and all service requirements under the Hague Convention (20 U.S.T. 361), and hereby agrees to accept service of process through any of its offices, representatives, subsidiaries, affiliates or agents located in the United States of America. If no such office, entity or person is located within the United States of America, Supplier shall appoint an agent for service of process within the United States of America.

21. Intellectual Property.

- (a) Supplier acknowledges and agrees that Buyer owns and shall retain all rights, title and interest in and to the intellectual property rights that are embodied in or relate to the designs, drawings, bills of material, requirements documents, and specifications provided by Buyer to Supplier (the "Buyer IP"), and that such Buyer IP shall include without limitation all patent rights, trademarks, trade names, trade dress, inventions, discoveries, developments, improvements, modifications, copyrights, technical data, know-how, trade secrets and the like incorporated in

- or relating to the design, manufacture, production, assembly, operation, use or sale of Products that are designed by or on behalf of Buyer or that are manufactured, assembled or produced by Supplier using any designs, drawings, bills of material, requirements documents, or specifications of Buyer. Supplier hereby specifically acknowledges and agrees that: (i) the Buyer IP is confidential and proprietary to Buyer; and (ii) Supplier does not and shall not have, nor will it claim to have, any proprietary rights in or to any of the Buyer IP. The sole right which is granted to Supplier regarding the Buyer IP is to use the Buyer IP to manufacture the Products for sale to Buyer strictly in accordance with the terms and conditions of this Purchase Order, and Supplier shall not claim any other right in, to or regarding any of the Buyer IP.
- (b) Buyer acknowledges and agrees that, subject to the U.S. Government's rights as specified in the FAR and FAR agency supplemental clauses incorporated by reference herein, Supplier shall retain all rights, title and interest in and to the intellectual property rights that are embodied in Supplier's own proprietary Product designs, drawings and specifications, and such rights shall not form part of the Buyer IP.
- (c) Supplier agrees and warrants that it shall not offer, sell or transfer any Products that: (i) incorporate or are based in whole or in part upon any Buyer IP; or (ii) were otherwise designed or developed in whole or in part by or on behalf of Buyer or any of Buyer's affiliated companies; or (iii) were designed or developed by Supplier specifically for a Buyer application through development efforts that involved input or assistance from Buyer or any of its affiliated companies, to any person or entity other than Buyer or one of its affiliated companies, without the prior written consent of Buyer.
- (d) Supplier agrees and warrants that it shall not: (i) sell any Product by reference to its "[Buyer] part number" or "Oshkosh part number" or the like to any person or entity other than Buyer or one of its affiliated companies; or (ii) create or utilize a cross-reference tool or system for any Products referencing a Buyer part number or Oshkosh part number.
22. Force Majeure Events. Neither party shall be liable to the other for any delay in or failure of performance of any of its obligations under this Purchase Order if and to the extent such delay or failure is caused by fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, strikes (excluding strikes by the employees of such party or its affiliates), war, acts of terrorism, acts of God or the public enemy, acts of the U.S. Government in either its sovereign or contractual capacity, or any other similar or dissimilar cause that is beyond its reasonable control and without its fault or negligence, and that could not have been reasonably avoided by it (each such event, a "Force Majeure Event"); provided, however, that a party affected by any such Force Majeure Event shall: (i) immediately notify the other party in writing of such Force Majeure Event and indicate the expected duration of such interruption; (ii) continue performing those of its obligations that are not affected by the Force Majeure Event; and (iii) make all commercially reasonable efforts to remove or overcome the effects of such Force Majeure Event and resume full performance as promptly as possible. If the failure to perform is caused by the default of a subcontractor at any tier, and the cause of the default is beyond the control of both Supplier and its subcontractor, and without the fault or negligence of either, Supplier shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for Supplier to meet the required delivery or performance schedule. A party's performance shall be excused by a Force Majeure Event only for the duration of such Event. Notwithstanding anything herein to the contrary, Buyer shall have the right to terminate this Purchase Order in the case of a Force Majeure Event affecting Supplier under the circumstances set forth in Section 23 below.

23. Termination/Cancellation.

(a) *Buyer's Termination for Convenience.* Buyer may terminate all or any undelivered portion of this Purchase Order for convenience, without cause, at any time. In the event of any such termination for convenience, Buyer's liability to Supplier shall be limited to reimbursing Supplier for its actual out-of-pocket costs for work and materials applicable solely to the terminated portion of this Purchase Order, which were expended before notice of termination was received by Supplier (not to exceed the contract price attributable to the terminated portion), reduced by the fair market value of such work-in-process and materials. Supplier shall provide Buyer with all records, documents and other information used to calculate such out-of-pocket costs for work and materials and their fair market value. If the termination for convenience was a result of a termination or change directed by the U.S. Government under the Prime Contract, Supplier shall comply with the termination settlement and property disposition requirements set forth in FAR clause 52.249-2, Termination for Convenience of the Government (Fixed-Price) or FAR clause 52.249-6, Termination (Cost Reimbursement) as applicable and as modified in Article II herein.

(b) *Buyer's Termination for Cause*

(i) Buyer may terminate this Purchase Order for cause by providing written notice of default to Supplier if Supplier: (1) fails to deliver any Products to be delivered hereunder by the delivery date(s) specified herein, or any extensions of such delivery date(s) authorized by Buyer in writing; (2) fails to promptly replace or correct defective or nonconforming Products as may be required by Buyer; (3) fails to comply with any applicable federal, national, state, provincial, municipal or local laws, orders, rules, ordinances or regulations; (4) fails to make progress so as to endanger timely performance of the Purchase Order or fails to perform any of the other provisions of the Purchase Order, and fails to cure such failure within seven (7) days after receipt of notice from Buyer specifying such failure; (5) breaches any warranty, representation, covenant, agreement or obligation of Supplier contained in this Purchase Order, and fails to cure such breach within seven (7) days after receipt of notice from Buyer specifying such breach; or (6) furnishes to Buyer any Products that Buyer concludes, in its sole opinion determined in good faith, contain any conflict mineral originating in the DRC or an adjoining country if Buyer has not specifically agreed in advance in writing that Supplier may furnish Products that contain such conflict mineral; such furnished Products shall also be deemed nonconforming.

(ii) In the event of termination of this Purchase Order by Buyer for cause, without limiting its other rights or remedies, Buyer may cover by purchasing goods or services elsewhere on such terms and in such a manner as Buyer may deem appropriate, and Supplier shall be liable to Buyer for the amount (if any) by which the cost of such goods or services exceeds the contract price of the affected Products hereunder, and all other cover damages, in addition to all other Losses arising from Supplier's breach or failure.

(c) *Supplier's Cancellation for Cause; Limitations of Buyer's Liability.*

(i) Supplier may terminate this Purchase Order for cause by providing written notice of default to Buyer if Buyer breaches any material covenant, agreement or obligation of Buyer contained in this Purchase Order and fails to cure such breach within 30 days after receipt of written notice from Supplier specifying such breach.

- (ii) Buyer's sole and exclusive liability to Supplier arising out of Buyer's breach of any covenant, agreement or obligation of Buyer contained in this Purchase Order shall be limited to Supplier's actual, direct damages directly resulting from the breach, not to exceed the contract price of the portion of the Purchase Order affected by the breach. **In no event shall Buyer be liable for any special, indirect, punitive, incidental or consequential damages, whether in contract, tort, negligence, strict liability or under any other theory of law or equity, under or arising out of this Purchase Order or its performance or breach, even if Buyer has been made aware of the possibility of such damages.** In the event Buyer withholds payment to Supplier for reasons claimed by Buyer as legally or contractually justified, Supplier shall have no right to terminate this Purchase Order unless and until either: (1) the issue of Buyer's withholding has been resolved against Buyer in accordance with Section 20 above (Disputes) or (2) Buyer has expressly waived in writing the application of said Section 20 to said matter.
- (d) If, after Buyer provides Supplier with a notice of default under paragraph (b) of this Section 23, it is determined that Supplier was not in default or that Supplier's failure to perform this Purchase Order was due to a Force Majeure Event and was therefore excused, said notice from Buyer shall be deemed to have been issued pursuant to paragraph (a) of this Section 23, and the rights and obligations of the parties hereto shall be governed by that paragraph. No such Force Majeure Event shall excuse Supplier, however, unless Supplier has notified Buyer in writing of the existence of the cause within ten (10) days after the beginning thereof.

24. Confidential Information.

- (a) If Buyer and Supplier have entered into a written non-disclosure agreement or confidential disclosure agreement that is still in full force and effect, then the terms and conditions of that agreement apply to this Purchase Order and supersede and replace the following paragraphs (b) – (i).
- (b) "Confidential Information" shall mean any and all designs, drawings, bills of materials, blueprints, dimensional data plans, devices, machinery, specifications, processes, techniques, practices, methods, technical data, strategies, technology, models, samples, prototypes, cost and price information, research and development information, test results and performance data, information regarding existing and future products and vehicles, programs and systems, computer software, know-how, expertise, trade secrets, business and financial records, plans and projections and other similar information, items, documents and materials made available by Buyer or its affiliates to Supplier, or otherwise acquired, obtained or developed by Supplier under or in connection with performance of this Purchase Order, or other orders performed for Buyer or its affiliates, whether in writing (including via electronic or magnetic media), orally, visually or by observation or overhearing, whether or not marked as confidential or proprietary, and whether or not in human-readable or machine-readable form, and including all Buyer IP and any and all such information that is derivable from any Buyer Property.
- (c) Supplier acknowledges that prior to or during performance of this Purchase Order or other orders performed for Buyer or its affiliates, Supplier may be given access to, or may otherwise acquire, obtain or develop, Confidential Information of Buyer. Supplier agrees that it shall keep all Confidential Information strictly secret and confidential, and to that end, without limiting the generality of the foregoing, Supplier shall cause all documents or materials incorporating, relating or referring to, or containing any such Confidential Information to be plainly marked to indicate the secret and confidential nature thereof and prevent unauthorized use or reproduction of either Confidential Information or documents and materials incorporating, relating or referring to, or containing the same. Supplier agrees that it shall not: (i) use any of the Confidential Information for any purpose other than performance of its obligations under

- this Purchase Order; (ii) except as necessary for performance of its obligations under this Purchase Order, directly or indirectly print, copy or otherwise reproduce, in whole or in part, any Confidential Information without the prior written consent of Buyer; (iii) disclose or make available any of the Confidential Information to any person or entity other than those of its employees or agents who have a definable need to know such Confidential Information in order to allow Supplier to perform its obligations under this Purchase Order, provided that such employees or agents have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the Supplier's obligations under this Section 24; or (iv) disassemble, decompile or otherwise reverse-engineer any of the Confidential Information or facilitate any third party's efforts to take any action prohibited by this Section 24. The obligations and covenants of Supplier under this Section 24 are continuing and shall survive the completion or earlier termination or cancellation of this Purchase Order for a period of five (5) years; provided, however, that Supplier's covenants and obligations hereunder with respect to any Confidential Information that constitutes a trade secret under applicable law shall survive and continue until the later of the date on which such information no longer constitutes a trade secret or the date that is 5 years after the completion, termination or cancellation of this Purchase Order, and are also binding on Supplier's employees, officers, directors, agents, advisors and affiliates. All third parties to whom the Supplier reveals any Confidential Information, whether revealed in compliance with or in breach of Supplier's confidentiality obligations hereunder, shall be bound by the terms of, and be jointly and severally liable under this Section 24, and the Supplier shall be liable for any and all breaches of this Section 24 by any such third parties.
- (d) All Confidential Information and all copies thereof, and all materials and documents containing or relating to any of the Confidential Information, whether prepared or developed by Supplier or otherwise coming into Supplier's possession, are and shall remain the sole and exclusive property of Buyer. Supplier agrees it shall not take any action that is inconsistent with Buyer's sole and exclusive ownership of the Confidential Information. Upon completion or earlier termination or cancellation of this Purchase Order, or upon Buyer's demand, Supplier shall: (i) cease use of all Confidential Information associated with or related to this Purchase Order and all copies thereof, and cease use of all materials and documents containing or relating to any such Confidential Information; (ii) at Buyer's sole option, either return to Buyer all such Confidential Information, materials and documents and any and all tangible copies thereof, or destroy said items and certify in writing to Buyer that such destruction has occurred; and (iii) delete and erase any and all electronic or intangible copies of such Confidential Information, materials and documents, retaining no copies, and certify in writing to Buyer that such deletion and erasure have occurred.
- (e) Supplier agrees that it shall not: (i) disclose to Buyer or use on behalf of Buyer any proprietary information or trade secrets obtained from third persons without their authorization; or (ii) bring proprietary information or trade secrets of third persons onto Buyer's premises without the authorization of such persons.
- (f) Notwithstanding anything to the contrary herein, the restrictions set forth in this Section 24 will not apply to any portions of the Confidential Information that Supplier can demonstrate by clear and convincing documentary evidence: (i) are or have become generally available to the public other than as a result of an act, omission or fault of Supplier or any of its employees, officers, directors, agents, advisors or affiliates; (ii) are or have become available to Supplier on a non-confidential basis from a source other than Buyer or Buyer's employees, agents or affiliates, which source is legally entitled to disclose such information to Supplier without confidentiality restrictions; (iii) were independently developed by Supplier without reference or access to any of Buyer's Confidential Information; or (iv) were already rightfully in the Supplier's possession at the time of its receipt from Buyer or Buyer's employees, agents or affiliates.



- (g) This Purchase Order does not constitute or imply a license or other permission to use or practice any of the Confidential Information, except that Supplier may use such Confidential Information solely for the purpose of performing its obligations under this Purchase Order. This Purchase Order does not constitute or imply an offer or promise by either party to agree to any further agreement with respect to the Confidential Information or any other matter.
- (h) In the event that Supplier becomes legally compelled to disclose any of the Confidential Information by subpoena or similar legal process, Supplier shall provide Buyer with prompt written notice of such process so that Buyer may seek a protective order or other appropriate relief, and Supplier shall not disclose any Confidential Information in response to said process until at least fourteen (14) days have passed following the date Supplier provides such notice to Buyer. Supplier shall cooperate with any effort by Buyer to obtain a protective order or other relief. If such a protective order or other relief is not obtained, and Supplier is legally required to disclose Confidential Information of Buyer, Supplier: (i) may disclose only that portion of the Confidential Information which its counsel advises in writing is legally required to be disclosed; and (ii) shall use its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information that it is required to disclose.
- (i) Supplier acknowledges that the covenants and undertakings contained in this Section 24 relate to matters which are of a special, unique and extraordinary character, that they are reasonably related to Buyer's legitimate business interests, and that a violation of any of the terms of this Section 24 will cause irreparable injury to Buyer, the amount of which will be impossible to estimate or determine, and for which adequate monetary compensation could not be fashioned. Therefore, Supplier agrees that Buyer shall be entitled, as a matter of right and without the need to prove irreparable injury, in addition to all other rights and remedies available under applicable law, to an injunction, specific performance, restraining order and/or other equitable relief from any court of competent jurisdiction, to restrain any violation or threatened violation of this Section 24, or require compliance with or performance of any obligation hereunder, by Supplier and Supplier's employees, officers, directors, agents, advisors and affiliates, and such other persons as the court may find appropriate. In any such action, Supplier shall be responsible for the payment of Buyer's attorneys' fees and legal expenses. Supplier further agrees that no bond or other security shall be required in order for Buyer to seek or obtain such relief, and Supplier hereby consents to the issuance of such injunction or restraining order and to any order of specific performance, or other equitable relief without imposition of a bond or other security.

25. Industrial Offset Credit/Cooperation.

This Purchase Order has been entered into in direct support of Buyer's international offset programs. To the exclusion of all others, all industrial benefits or offset benefit credits resulting from this Purchase Order are the sole property of Buyer to be applied to the offset program of its choice. Supplier shall provide such documentation and information that Buyer or its assignees may reasonably request to substantiate claims for industrial benefits or offset benefit credits. Supplier agrees to assist Buyer in securing appropriate offset credits from the respective country's government authorities.

Supplier agrees to use reasonable efforts to identify the foreign content of goods that Supplier either produces itself and/or procures from subcontractors for work directly related to this Purchase Order. Promptly after selection of a proposed non-U.S. subcontractor for work under this Purchase Order, Supplier shall notify Buyer of the name, address, subcontract point of contact (including telephone number and e-mail address) and dollar value of the subcontract so that Buyer can determine whether to consent to such proposed subcontract pursuant to Section 18 above.

In the case of an international transaction, Supplier agrees that Buyer, its subsidiaries, affiliates or its designees may exclusively use the value of the Purchase Order to satisfy any international offset obligations that Buyer may have with Supplier's country, subject to the offset qualifying laws, rules and regulations of that country.

26. Counterfeit Parts.

- (a) Supplier shall only purchase parts to be delivered or incorporated in Products delivered to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Supplier may use another source only if: (i) the foregoing sources are unavailable; and (ii) Supplier's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the parts.
- (b) Supplier shall maintain counterfeit risk mitigation processes in accordance with industry-recognized standards and with any other specific requirements identified in this Purchase Order.
- (c) Supplier shall immediately notify Buyer of the pertinent facts if Supplier becomes aware that it has delivered, or may have delivered, counterfeit parts or suspect counterfeit parts. When requested by Buyer, Supplier shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. Supplier at its expense, shall provide reasonable cooperation to Buyer in conducting any investigation regarding the delivery of counterfeit parts or suspect counterfeit parts under this Purchase Order. Supplier shall replace any and all counterfeit parts at its sole expense.
- (d) This Section 26 applies in addition to and is not altered, changed or superseded by any quality provision, specification, statement of work, regulatory flowdown or other provision included in this Purchase Order addressing the authenticity of parts.
- (e) Supplier shall include subparagraphs (a) through (d) and this subparagraph (e) of this Section 26 or equivalent provisions in lower tier subcontracts.

27. Fire Apparatus Standards and Requirements. Any and all components or subassemblies ordered through this Purchase Order that are to be used in a fire apparatus are subject to performance guidelines outlined in the National Fire Protection Association book 1901 Standard for Fire Apparatus. Supplier warrants that any and all components and subassemblies to be used in a fire apparatus that are shipped pursuant to this Purchase Order will meet or exceed the standards set forth in the version of the National Fire Protection Association (NFPA) 1901 Standard for Automotive Fire Apparatus and NFPA 1906 Standard for Wild Land Fire Apparatus that are in effect at the time this Purchase Order is awarded or issued.

28. Export Controls and Economic Sanctions.

- (a) Supplier agrees to comply with all applicable export control and economic sanctions laws including, but not limited to: (i) the Export Administration Regulations (EAR) administered by the U.S. Department of Commerce; (ii) the International Traffic in Arms Regulations (ITAR) administered by the U.S. Department of State; (iii) the various economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC regulations) and the U.S. Department of State's Office of Terrorism Finance and Economic Sanctions Policy; and (iv) any and all export controls or economic sanctions maintained by the European Union ("EU"), United Kingdom or any other governmental authority to which Supplier is subject (collectively "Export Control Laws").

- (b) Supplier shall obtain and maintain any and all authorizations, licenses and registrations required under the aforementioned Export Control Laws, including those required for the sale under this Purchase Order to Buyer. Supplier will furnish Buyer with: (i) documentation identifying any articles, services, software, technology and/or technical data subject to these Export Control Laws; (ii) written confirmation of the relevant Export Classification Control Numbers ("ECCNs"), U.S. Munition List ("USML") category numbers or other export classification designators for each such item; and (iii) copies of any related export licenses or authorizations. If Supplier sources such items outside the United States, then Supplier shall notify Buyer and take all necessary measures to comply with all foreign Export Control Laws that may relate to the sale or transfer of the same.
- (c) Supplier shall clearly and appropriately label any controlled technical data (including, but not limited to, drawings, designs, specifications, blueprints, computer-aided design (CAD) information and other technical documents or electronic information related to the production, manufacture or maintenance of a controlled article) that it provides to Buyer as controlled pursuant to the EAR, ITAR and/or other applicable laws. Supplier shall provide any controlled technical data communicated to Buyer using secure communication protocols designed for the purpose of complying with the Export Control Laws. Under no circumstances should such information be emailed using systems that are not designed for the secure communication of controlled technical data.
- (d) Supplier agrees that it will not source any articles, services, software, technology or technical data that originate from any country, government, organization or person that is: (i) subject to U.S., EU or British economic sanctions or other applicable sanction regimes; or (ii) debarred or restricted pursuant to the aforementioned Export Control Laws, or the U.S. Department of Defense Federal Acquisition Regulation Supplement.
- (e) Supplier is solely and exclusively responsible for safeguarding all export controlled articles, services, software, technology or technical data until Buyer receives the items at issue. This includes both exports to a non-U.S. destination and allowing non-U.S. persons to access such items while located within the United States. Supplier will also take appropriate steps to ensure that no export controlled articles, services, software, technology or technical data can be shipped to a controlled country (or otherwise accessed by unauthorized foreign nationals) without the appropriate export licenses. Where the Supplier is shipping a controlled article, the Supplier shall use a carrier that maintains procedures designed to comply with the Export Control Laws, and provide any required notifications to the carrier that the shipment involves controlled items.
- (f) If the Supplier is a signatory to a Technical Assistance Agreement ("TAA") or Manufacturing License Agreement ("MLA") with Buyer, Supplier shall promptly notify Buyer of any changed circumstances that would require modifying the terms of such an agreement, including any potential violation of the terms of the agreement, any ineligibility to export, any investigation into alleged violations of any of the Export Control Laws, any self-disclosure of potential export controls violations, any addition of foreign personnel to any project covered by such an Agreement or any other circumstances that may affect the Supplier's ability to perform pursuant to the terms of the Agreement.
- (g) Supplier shall immediately notify Buyer if it is or becomes listed on any Excluded or Denied Party List maintained by any U.S., EU or British agency, or if any government denies, suspends or revokes its export privileges.
- (h) Supplier shall prepare and provide accurate invoices and documentation for each shipment that will allow Buyer to comply with the export and import requirements administered by U.S.

Customs & Border Protection ("CBP"). Such invoices and/or documentation shall include: (i) the Supplier's name and address; (ii) the terms of sale; (iii) the total quantity of goods being shipped; (iv) a description of the goods being shipped; (v) the country of origin of the goods; (vi) the valuation of the goods; (vii) the currency in which the goods are priced; and (viii) any discounts that have been included for the shipment that are not otherwise reflected in the unit price.

- (i) Supplier shall promptly notify Buyer in writing of any suspected violation of the Export Control Laws of which it becomes aware. Supplier further agrees that it will fully cooperate in any investigation by or on behalf of Buyer related to the subject matter of the Purchase Order, including by providing full access to relevant personnel and records to aid Buyer in the identification and evaluation of any suspected violation, following reasonable notice from Buyer.
  - (j) Supplier shall indemnify, defend and hold harmless Buyer and the other Buyer Indemnified Parties from and against any and all Losses (including costs of investigation of potential violations of the Export Control Laws) that may arise as a result of Supplier's breach of any of the provisions within this Section 28.
29. Import Controls. Supplier acknowledges that the Products (and any technical information related thereto) provided to Buyer or any of its affiliates are subject to the import control laws and regulations of the United States, including the ITAR, and certain Bureau of Alcohol, Tobacco, Firearms, and Explosives regulations. Buyer shall hold Supplier responsible for any and all Losses (including any penalties) imposed on or incurred by Buyer or any of the other Buyer Indemnified Parties as a result of Supplier's noncompliance with any of these import control laws and regulations. Supplier shall indemnify, defend and hold harmless Buyer and the other Buyer Indemnified Parties from and against any and all Losses caused by Supplier's failure to comply with all applicable U.S. import controls laws and regulations. Supplier hereby agrees that it will not ship or otherwise transport Products to the United States except in full compliance with all applicable U.S. import control laws and regulations.
30. Quality Control & Inventory Control. Supplier shall maintain adequate and consistent quality and inventory control programs so as to assure that the Products meet all specifications as to appearance, performance and reliability. In the event Buyer requires Supplier to purchase specific parts or components for the Products from certain vendors, Supplier shall be responsible for logistics, quality assurance and ensuring that such parts and components meet Buyer's specifications. Supplier shall furnish to Buyer results of quality and inventory control samplings upon request from time to time.
31. Obligations to Comply with Environmental and Hazardous Materials Regulations and Prohibitions on Use of Certain Hazardous Materials.
- (a) *Environmental Regulations.* Supplier shall manage the efforts described by this Purchase Order to ensure that all aspects of the contract execution, including the following Supplier activities: design, manufacturing, production, assembly, transportation, testing and storage activities, are in compliance with all applicable national, federal, state, provincial, municipal and local environmental laws, regulations and requirements, including holding and keeping current all licenses, permits, registrations, authorizations and approvals required under any of the foregoing. Supplier shall notify Buyer in writing within 48 hours if any governmental authority gives any direction or takes any action that could result in permit or other violations.
  - (b) *Hazardous Materials.* Supplier agrees that any order involving delivery of any hazardous material (including any material defined as a hazardous material under 49 CFR 171.8, any hazardous chemical as defined in 29 CFR 1910.1200(c), and any hazardous material and/or

toxic substance as defined in any other applicable law) shall be packaged and shipped in accordance with the Federal Hazardous Materials Transportation Law, 49 U.S.C. § 5101 et seq.; Hazardous Materials Regulations, Title 49 CFR Parts 100-185; Occupational Safety and Health Administration Regulations, Title 29 CFR Part 1910; and Material Safety Data, Transportation Data, And Disposal Data, For Hazardous Materials Furnished To Government Activities (FED-STD-313). The warning label required on hazardous material by 29 CFR 1910.1200 shall not be obscured by other stamps or labels. Supplier shall provide a Material Safety Data Sheet ("MSDS") to Buyer for each hazardous material as a condition of this Purchase Order. Supplier must submit the most current MSDS available: (i) prior to the initial shipment, (ii) with the first shipment of each year thereafter, and (iii) upon any changes affecting the characteristics or composition of the hazardous material previously reported, including revisions or updates to the MSDS. An MSDS from the manufacturer may be used to satisfy one or more of the requirements of this Section 31(b); provided, however, in no event shall any MSDS bear an issue date earlier than 24 months before the date of submission.

- (c) *Prohibition on Use of Certain Hazardous Materials.* Supplier shall not use asbestos, cadmium (used in electroplating processes), lead, mercury, hexavalent chromium (used in electroplating and coating processes), polychlorinated biphenyls, radioactive materials or other highly toxic or carcinogenic materials without receiving prior written approval from Buyer. The use of pretreatment or painting/coating products containing any lead or hexavalent chromium is strictly prohibited.

32. Aftermarket Parts Provisions. By accepting this Purchase Order, for all Products except for those manufactured in accordance with drawings, prints or specifications provided by Buyer, Supplier specifically warrants and agrees as follows:

- (a) For so long as any particular type, model or item of Product sold by Supplier to Buyer is being used by Buyer in production (i.e., it is being used by Buyer in the production, manufacture or assembly of a vehicle, item of equipment or other finished good), Supplier agrees to sell those Products to Buyer for aftermarket purposes at prices no greater than, and on terms no less favorable than, the prices and terms at which Supplier is then selling those Products to Buyer for use in production. Buyer shall be assumed to be continuing to use a particular type, model or item of Product in production until Buyer notifies Supplier in writing that it is no longer using such type, model or item in production.
- (b) At the time Buyer notifies Supplier in writing that a particular type, model or item of Product is no longer being used by Buyer in production, Supplier shall give Buyer an opportunity for sixty (60) days to make one or more "last time buys" of that Product, in such quantities as are determined by Buyer and at the same price that was most recently paid by Buyer for such Product, and on the same terms as were applicable to that most recent purchase. Thereafter, if Buyer wishes to buy additional units of that type, model or item of Product, prices shall be as mutually and reasonably agreed by the parties, and Supplier will furnish Buyer with a quotation identifying the price at which it will sell such Product to Buyer. Each such quotation shall remain fixed and valid for not less than twelve (12) months after the date it is furnished to Buyer. Supplier may not change such Product price during this 12-month period, and Supplier must give Buyer at least ninety (90) days' written notice prior to implementing any price change for that Product after the end of such 12-month period.
- (c) For each particular type, model or item of Product sold by Supplier to Buyer, Supplier shall keep and make such Product (and all parts and components of such Product) readily available for purchase by Buyer for so long as such Product is being used by Buyer in production and for ten (10) years after the date that Buyer notifies Supplier in writing that such type, model or item of Product is no longer being used by Buyer in production. Supplier acknowledges and agrees that this obligation applies not only to Products that are parts, but also to all parts that

are incorporated into Products that are multi-part components or subcomponents. Supplier further agrees that it shall not discontinue the availability of any such Product or part sooner than ten (10) years after the date that Buyer notifies Supplier in writing that such type, model or item of Product is no longer being used by Buyer in production. If after the expiration of such 10-year period, Supplier intends to discontinue such type, model or item of Product (or parts or components thereof), Supplier shall notify Buyer in writing, and: (i) if Supplier is discontinuing such Product, part or component in favor of a replacement, Supplier shall give Buyer an opportunity for sixty (60) days following the date Buyer receives Supplier's notice to make one or more "last time buys" of that Product, part or component, in such quantities as are determined by Buyer and at the same price that was most recently paid by Buyer for such Product, part or component, and on the same terms as were applicable to that most recent purchase; and (ii) if Supplier is discontinuing such Product, part or component without replacement, Supplier shall furnish to Buyer at no charge all drawings, designs, bills of material, blueprints and specifications necessary for the fabrication of such Product, part or component, and Supplier shall, and hereby does, grant to Buyer a perpetual, royalty-free, fully-paid, non-exclusive, worldwide, transferable right and license to make, have made, use and sell such Product, part or component. Supplier shall ensure that its agreements with its part and component suppliers and subcontractors contain provisions that enable Supplier to meet all of its obligations under this Section 32(c).

33. Public Releases / Communications. Supplier shall not make or issue any news release or public announcement regarding this Purchase Order without the prior written consent of Buyer. Supplier shall not communicate with any of Buyer's customers in connection with this Purchase Order unless Buyer provides prior written consent. This clause does not prohibit Supplier from communicating with the U.S. Government with respect to: (i) matters Supplier is required by law, regulation, FAR clause or FAR agency supplemental clause to communicate to the U.S. Government; (ii) fraud, waste or abuse; or (iii) clauses that provide for direct communication by Supplier to the U.S. Government, as provided in Article II herein.
34. Approval of Subcontractor. If Buyer is required to receive consent from its customer prior to issuing the Purchase Order, Buyer shall have no obligations to Supplier under the Purchase Order until Buyer receives such consent.
35. Manufacturer's Identification Symbol Listing Requirement.
- (a) Definitions.
- i. MANUFACTURER, as used in this clause, means the actual source which substantially makes a product out of raw materials.
- ii. MANUFACTURER'S IDENTIFICATION SYMBOL, as used in this clause, means a unique marking or logo normally applied to threaded steel fasteners during the manufacturing process that distinguishes such products from similar products of other manufacturers.
- (b) This clause establishes requirements to advance the Government's objective that all threaded steel fasteners procured from a Government or contractor-owned technical data package (TDP), as further described herein, be identified by a manufacturer's identification symbol listed by the Defense Industrial Supply Center (DISC).
- (c) This clause applies to end items:
- i. where the government TDP specifies the use of Steel Cap Screws (threaded steel fasteners) in accordance with Federal Specification FF-S-85C, American National

Standards Institute B 18.2.1-1981 and various Military Standard drawings which specify SAE Alloy Steel; or

- ii. in which threaded steel fasteners of a unique contractor design are employed pursuant to a contractor-owned TDP.
  - (d) The Supplier agrees to furnish to the Buyer end items which contain only threaded steel fasteners procured by a manufacturer whose identification symbol has been listed by DISC. If the manufacturer's symbol has not been listed by this agency, the manufacturer should submit its symbol to DISC at the following address without delay for immediate listing:

Defense Industrial Supply Center  
ATTN: DISC-ESA  
700 Robbins Avenue  
Philadelphia, PA 19111-5096  
Phone (877) 352-2255  
<http://www.dscp.dla.mil>
  - (e) The DISC list of manufacturer's identification symbols includes those manufacturers that were listed with the American Society of Mechanical Engineers (ASME) as of June 30, 1988. Manufacturers listed with ASME as of June 30, 1988 need not apply for listing by DISC.
  - (f) The Supplier is responsible for ensuring that all hardware procured from a Government TDP meets the specifications of the TDP, and that all threaded steel fasteners employed in and items procured from either a Government or contractor-owned TDP reflect a manufacturer's identification symbol listed by DISC.
36. Incorporation by Reference of Representations and Certifications. Supplier's representations and certifications provided to Buyer, including those provided in response to a request for quote or request for proposal, in Section G of the Supplier Standards Guide that are completed and provided to Buyer, and those completed electronically in the System for Award Management at [www.sam.gov](http://www.sam.gov), are incorporated by reference into this Purchase Order.
37. Defense Priority and Allocation Requirements. If so identified, this Purchase Order is a rated order certified for national defense, emergency preparedness and energy program use, and Supplier shall follow all the requirements of the Defense Priorities and Allocations System regulations (15 CFR Part 700).
38. Non-Assignment. Supplier shall not assign, delegate or transfer this Purchase Order, or any of its rights or duties hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Buyer, which consent may be granted or withheld in Buyer's sole discretion. Any purported assignment, delegation or transfer by Supplier without such prior written consent shall be void and have no effect. If given written consent by Buyer to assign the account receivable arising from performance hereof, Supplier must state on each invoice the name and address of the assignee.
39. Waiver. Neither Buyer's failure to insist on performance of any term, condition or provision hereof, nor Buyer's failure to exercise any right, remedy, or privilege, shall be or be construed as a waiver of any term, provision, condition, right, remedy or privilege, nor shall it be or be deemed to be a waiver of any provisions of any other or subsequent Purchase Order. No waiver by Buyer of any breach or default by Supplier shall be effective unless it is specifically set forth in writing and manually signed by Buyer, and no such signed waiver shall be or be construed as a waiver of any other or subsequent breach. Buyer's rights and remedies provided under this Purchase Order and by law shall be cumulative.

40. Severability; Headings. If any provision of this Purchase Order, or of these Terms and Conditions, or of any other agreement between Buyer and Supplier incorporating these Terms and Conditions, is determined by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions shall not be affected thereby but shall remain in full force and effect; and any such unenforceable or invalid provision(s) shall be deemed, without further action by any person or entity, to be modified and/or limited to the extent necessary to render them enforceable and valid. Section headings are for convenience only and shall not be considered in the construction or interpretation of these Terms and Conditions.
41. Supplier Standards Guide. This Purchase Order incorporates herein by this reference all applicable provisions of Buyer's Supplier Standards Guide in effect as of the date of this Purchase Order. Supplier acknowledges that it has reviewed and is familiar with the terms of said Supplier Standards Guide. Supplier hereby warrants and agrees that the Products provided hereunder are in strict conformity with all applicable provisions thereof, and that Supplier shall comply with all applicable requirements set forth in said Supplier Standards Guide.
42. Survivability. If this Purchase Order expires, is completed or is terminated, those provisions of this Purchase Order that by their nature or express terms are meant to survive shall so survive including, without limitation:
- (a) Section 11, Compliance with Laws
  - (b) Section 12, Anti-Corruption Laws
  - (c) Section 14, Warranty
  - (d) Section 16, Indemnification
  - (e) Section 17, Insurance
  - (f) Section 19, Certain Materials, Tooling and Equipment
  - (g) Section 20, Disputes
  - (h) Section 21, Intellectual Property
  - (i) Section 23, Termination/Cancellation
  - (j) Section 24, Confidential Information
  - (k) Section 26, Counterfeit Parts
  - (l) Section 27, Fire Apparatus Standards and Requirements
  - (m) Section 28, Export Controls and Economic Sanctions
  - (n) Section 29, Import Controls
  - (o) Section 31, Obligations to Comply with Environmental and Hazardous Materials Regulations and Prohibitions on Use of Certain Hazardous Materials
  - (p) Section 32, Aftermarket Parts Provisions
  - (q) Section 39, Waiver
  - (r) Section 42, Survivability

## ARTICLE II – FEDERAL ACQUISITION REGULATION (FAR), DEPARTMENT OF DEFENSE FAR SUPPLEMENT (DFARS) AND OTHER FAR AGENCY SUPPLEMENTAL CLAUSES

1. General. The following clauses set forth in the Federal Acquisition Regulation ("FAR" available at <http://www.acquisition.gov/FAR>), the Department of Defense FAR Supplement ("DFARS" available at <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>) and other applicable FAR agency supplemental clauses in effect as of the date identified below are incorporated herein by reference with the same force and effect as if they were given in full text.
- (a) Definitions. For purposes of this Purchase Order, the following clauses shall operate, impose the obligations and responsibilities of the parties and be interpreted as if:
- i. "Changes clause" means Section 10 (Changes) of Article I of the Terms and Conditions;



- ii. "Contract" means this "Purchase Order";
  - iii. "Contracting Officer" means an authorized representative of Buyer's purchasing department;
  - iv. "Contractor" means "Supplier";
  - v. "COTS item" means "commercially available off-the-shelf item" as defined in FAR 2.101;
  - vi. "Disputes clause" means Section 20 (Disputes) of Article I of the Terms and Conditions;
  - vii. "Government" means "Buyer";
  - viii. "Offeror" means "Supplier";
  - ix. "Prime Contract" shall mean Buyer's contract with the U.S. Government or a higher-tiered contractor to which this Purchase Order relates;
  - x. "Simplified Acquisition Threshold" shall mean the simplified acquisition threshold specified in FAR 2.101 or other agency directive in effect as of the date of the applicable prime contract.
  - xi. "Subcontractor" shall mean Supplier's lower-tier subcontractors and Suppliers;
  - xii. "Supplies" and "Services" shall mean the Products furnished under this Purchase Order; and
  - xiii. "Termination for Default clause" means paragraph (b) of Section 23 (Termination/Cancellation) of Article I of the Terms and Conditions.
- (b) For the clauses marked with an asterisk, the substitution of parties specified in (iii) and (vii) above shall not apply; references to the "Government" shall mean the U.S. Government and references to the "Contracting Officer" shall mean the U.S. Government Contracting Officer under the applicable Prime Contract.
- (c) *Flowdown Requirement.* Supplier shall include these FAR, DFARS and other FAR agency supplemental clauses in each lower-tier subcontract it issues, as applicable.
- (d) *Commercial Items.* If the Products required by the Purchase Order qualify as "Commercial Items", as that term is defined in FAR 2.101 and the Purchase Order expressly states that the Products are commercial items, Supplier is only required to comply with the applicable FAR, DFARS and FAR agency supplemental clauses included in: (i) Section I(A); (ii) Section I(B); and (iii) Section II.

## **I. FAR and DFARS Clauses**

### **A. All Purchase Orders**

***(1) The following clauses apply to all Purchase Orders in accordance with the parenthetical conditions outlined below, if any.***

Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
<b>FAR</b>			
52.202-1	Definitions		NOV 2013
52.203-3	Gratuities		APR 1984
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity		MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity		MAY 2014
52.203-12	Limitation on Payment to Influence Certain Federal Transactions	Applies to Purchase Orders with a value exceeding \$100,000	SEP 2007
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements		JAN 2017
52.204-2	Security Requirements	Applies to Purchase Orders that involve access to classified information	AUG 1996
52.204-9	Personal Identity Verification of Contractor Personnel	Applies to Purchase Orders when Supplier's employees are required to have routine physical access to a Federally- controlled facility or routine access to a Federally- controlled information system; Supplier shall return to Buyer the identification issued under the clause	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Applies to Purchase Orders with a value of \$30,000 or more; Supplier is only required to provide Buyer with the information required in paragraphs (d)(2) and (d)(3) of the clause; such information provided by Supplier will be made publicly available	OCT 2018
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Applies to Purchase Orders, other than those for COTS items, in which Supplier may have Federal contract information residing in or transiting through its information system	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities		JUL 2018

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Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment		AUG 2019
52.204-27	Prohibition on a ByteDance Covered Application		JUN 2023
52.208-8	Required Sources for Helium and Helium Usage Data	Applies to Purchase Orders that involve a major helium requirement (as defined in paragraph (a) of the clause)	AUG 2018
52.209-1	Qualification Requirements	Applies to Purchase Orders for supplies or services that are subject to a qualification requirement	FEB 1995
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Applies to Purchase Orders with a value exceeding \$30,000; does not apply to Purchase Orders for COTS items	AUG 2013
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations		NOV 2015
52.211-5	Material Requirements		AUG 2000
52.211-11	Liquidated Damages—Supplies, Services, or Research and Development	Applies if liquidated damages are specified in the Purchase Order	SEP 2000
52.211-15	Defense Priority and Allocation Requirements	Applies to rated Purchase Orders	APR 2008
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications		OCT 2010
52.219-8	Utilization of Small Business Concerns		OCT 2018
52.219-28	Post-Award Small Business Program Representation		JUL 2013
52.222-1	Notice to the Government of Labor Disputes		FEB 1997
52.222-3	Convict Labor		JUL 2003
52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation	Applies to Purchase Orders that may require or involve the employment of laborers or mechanics	JUL 2005
52.222-19	Child Labor—Cooperation with Authorities and Remedies		FEB 2016
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	Applies to Purchase Orders with a value exceeding \$15,000 for the manufacture or furnishing of materials, supplies, articles or equipment	MAY 2014

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Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
52.222-21	Prohibition of Segregated Facilities		APR 2015
52.222-26	Equal Opportunity		SEP 2016
52.222-29	Notification of Visa Denial	Applies to Purchase Orders performed in or on behalf of a foreign country	APR 2015
52.222-36	Equal Opportunity for Workers with Disabilities	Applies to Purchase Orders with a value exceeding \$15,000	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Applies to Purchase Orders with a value exceeding \$10,000	DEC 2010
52.222-50	Combating Trafficking in Persons	The requirements of paragraph (h) apply only to the portion of the Purchase Order that: (i) is for supplies, other than COTS items, acquired outside the United States, or services to be performed outside the United States; and (ii) has an estimated value that exceeds \$500,000; Supplier shall submit the certification required by this clause prior to award of the Purchase Order and annually thereafter	JAN 2019
52.223-3	Hazardous Material Identification and Material Safety Data	Applies to Purchase Orders that involve hazardous materials	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	Applies to Purchase Orders that require performance on a federal facility	MAY 2011
52.223-7	Notice of Radioactive Materials	Applies to Purchase Orders for radioactive materials meeting the criteria in paragraph (a) of the clause	JAN 1997
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	Applies to Purchase Orders for ozone-depleting substances or for supplies that may contain or be manufactured with ozone-depleting substances or high global warming potential hydrofluorocarbons	JUN 2016
52.223-16	Acquisition of EPEAT® - Registered Personal Computer Products Alternate I (JUN 2014)	Applies to Purchase Orders for: (i) personal computer products; (ii) services that require furnishing of personal computer products for use by the Government; or (iii) Supplier's operation of Government-owned facilities	JUN 2014

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Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Applies to Purchase Orders with a value exceeding \$3,500	AUG 2011
52.223-20	Aerosols	Applies to Purchase Orders (i) for products that may contain high global warming potential hydrofluorocarbons as a propellant, or as a solvent; or (ii) that involve maintenance or repair of electronic or mechanical devices	JUN 201
52.225-13	Restrictions on Certain Foreign Purchases		JUN 2008
52.225-19	Contractor Personnel in a Designed Operational Area of Supporting a Diplomatic or Consular Mission Outside the United States	Applies to Purchase Orders that require Supplier's personnel to perform outside the United States: (1) in a designated operational area during (i) contingency operations; (ii) humanitarian or peacekeeping operations; or (iii) other military operations; or military exercises, when designated by the Combatant Commander; or (2) when supporting a diplomatic or consular mission (i) that has been designated by the Department of State as a danger pay post; or (ii) that the Contracting Officer has indicated is subject to this clause	MAR 2008
52.227-9	Refund of Royalties	Applies to Purchase Orders in which the amount of royalties reported during negotiation of the Purchase Order exceeds \$250	APR 1984
52.227-10*	Filing of Patent Applications—Classified Subject Matter	Applies to Purchase Orders that cover or are likely to cover classified subject matter	DEC 2007
52.227-11*	Patent Rights—Ownership by the Contractor	Applies to Purchase Orders that involve experimental, developmental or research work to be performed by a small business concern or nonprofit organization	MAY 2014

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Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
52.227-13*	Patent Rights—Ownership by the Government	Applies to Purchase Orders that involve experimental, design or research work if Supplier: (i) is not located in the United States; (ii) does not have a place of business located in the United States; or (iii) is subject to the control of a foreign government	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act)	Applies to Purchase Orders subject to the Defense Base Act	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	Applies to Purchase Orders in support of a public work Prime Contract performed outside of the United States if the Secretary of Labor waived the applicability of the Defense Base Act	APR 1984
52.228-5	Insurance—Work on a Government Installation	Applies to Purchase Orders that involve work on a government installation; Supplier shall provide Buyer the proof of insurance required by this clause	JAN 1997
52.232-39	Unenforceability of Unauthorized Obligations		JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Applies to Purchase Orders with small business concerns	DEC 2013
52.233-3	Protest After Award	In paragraph (b)(2), the term "30 days" is changed to "15 days"	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim		OCT 2004
52.234-1	Industrial Resources Developed Under Title III, Defense Production Act		SEP 2016
52.236-13	Accident Prevention		NOV 1991
52.239-1	Privacy or Security Safeguards	Applies to Purchase Orders for information technology which require security of information technology, and/or are for the design, development or operation of a system of records using commercial information technology services or support services	AUG 1996

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Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
52.242-15	Stop-Work Order	In paragraph (a), the term "90 days" is changed to "100 days"; in paragraph (b)(2), the term "30 days" is changed to "15 days"	AUG 1989
52.243-1	Changes—Fixed Price Alternate II (APR 1984)	In paragraph (c), the term "30 days" is changed to "15 days"	AUG 1987
52.243-6	Change Order Accounting	Applies if the Prime Contract requires Change Order Accounting	APR 1984
52.244-6	Subcontracts for Commercial Items		JAN 2019
52.245-1	Government Property Alternate I (APR 2012)		APR 2012
52.245-9	Use and Charges		APR 2012
52.246-15	Certificate of Conformance		APR 1984
52.247-58	Loading, Blocking, and Bracing of Freight Car Shipments		APR 1984
52.247-63	Preference for U.S.-Flag Air Carriers	Applies to Purchase Orders that may involve international air transportation	JUN 2003
52.247-64	Preference for Privately Owned U.S.- Flag Commercial Vessels		FEB 2006
52.248-1	Value Engineering	Applies to Purchase Orders with a value exceeding \$100,000; Supplier shall share equally with Buyer in any savings resulting from the Government's acceptance of Supplier's proposal pursuant to this clause	FEB 2000
52.249-2	Termination for Convenience of the Government (Fixed-Price)	In paragraph (c), the term "120 days" is changed to "60 days", in paragraph (d) the term "15 days" is changed to "30 days" and the term "45 days" is changed to "60 days", in paragraph (e), the term "1 year" is changed to "90 days", and in paragraph (l), the term "90 days" is changed to "60 days"	APR 2012
52.252-6	Authorized Deviations in Clauses		APR 1984
<b>DFARS</b>			
252.203-7002	Requirement to Inform Employees of Whistleblower Rights		SEP 2013
252.204-7000	Disclosure of Information		OCT 2016
252.204-7003	Control of Government Personnel Work Product		APR 1992

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Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
252.204-7005	Oral Attestation of Security Responsibilities	Applies to Purchase Orders that include FAR 52.204-2	NOV 2001
252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol	Applies to Purchase Orders that are subject to the provisions of the U.S.-IAEA AP	JAN 2009
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Applies if the Purchase Order is for operationally critical support or for which performance will involve a covered contractor information system (as defined in the clause). Supplier must rapidly report cyber incidents directly to DoD at <a href="https://dibnet.dod.mil">https://dibnet.dod.mil</a> and Buyer. This includes providing the incident report number assigned by DoD to Buyer as soon as practicable. Supplier must also notify Buyer when submitting a request to vary from a NIST SP 800-171 security requirement in accordance with paragraph (b)(2)(ii)(B) of the clause. Supplier shall also comply with Section O of Buyer's Supplier Standards Guide and all attachments thereto located at <a href="https://osn.oshkoshcorp.com/ssg.html">https://osn.oshkoshcorp.com/ssg.html</a> .	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support		MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services		DEC 2019
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	Applies to Purchase Orders other than those for COTS items	NOV 2020
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country		MAY 2019
252.211-7003	Item Unique Identification and Valuation	Applies to Purchase Orders for items for which item unique identification is required in accordance with paragraph (c)(1) of the clause	MAR 2016

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Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
252.211-7006	Passive Radio Frequency Identification		SEP 2011
252.211-7007	Reporting of Government-Furnished Property		AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	Applies to Purchase Orders that include DFARS 252.211-7003	SEP 2010
252.223-7001	Hazard Warning Labels	Applies to Purchase Orders that involve the delivery of hazardous materials	DEC 1991
252.223-7002	Safety Precautions for Ammunition and Explosives	Applies to Purchase Orders that involve the delivery of ammunition or explosives. Government safety representatives are authorized to evaluate Supplier's safety programs, implementation, and facilities as the Government determines necessary. Supplier shall provide the Government access to its facilities, personnel, and safety program documentation in order to carry out this evaluation. Buyer may direct Supplier to cease performance of the Purchase Order if a serious uncorrected or recurring safety deficiency potentially causes an imminent hazard to DoD personnel, property or contract performance	MAY 1994
252.223-7003	Changes in Place of Performance—Ammunition and Explosives	Applies to Purchase Orders that involve the delivery of ammunition or explosives	DEC 1991
252.223-7004	Drug-Free Work Force		SEP 1988
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic and Hazardous Materials—Basic	Applies to Purchase Orders that require, may require or permit Supplier access to a DoD installation	SEP 2014
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	Applies to Purchase Orders for the development, production, manufacture, or purchase of arms, ammunition, or explosives or when arms, ammunition, or explosives will be provided to Supplier as government-furnished property	SEP 1999
252.223-7008	Prohibition of Hexavalent Chromium		JUN 2013

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Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
252.225-7001	Buy American and Balance of Payments Program	Applies to Purchase Orders if Supplier provides end products that will be delivered to the U.S. Government as-is (e.g., spare parts); Alternate I (JAN 2014) applies if the end products are in support of operations in Afghanistan	NOV 2014
252.225-7002	Qualifying Country Sources as Subcontractors		DEC 2017
252.225-7004	Report of Intended Performance Outside the United States and Canada—Submission After Award	Applies to Purchase Orders with a value exceeding \$550,000 that will be performed outside of the United States and Canada; Supplier is only required to provide the information that Buyer needs to comply with this clause	MAY 2019
252.225-7007	Prohibition of Acquisition of United States Munitions List Items from Communist Chinese Military Companies	Applies to Purchase Orders for items covered by the United States Munitions List	DEC 2018
252.225-7008	Restriction on Acquisition of Specialty Metals		MAR 2013
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Applies to Purchase Orders for items containing specialty metals; paragraphs (d) and (e)(1) are excluded; Supplier may not rely on the exception in paragraph (c)(6) of the clause without Buyer's prior written consent	OCT 2014
252.225-7012	Preference for Certain Domestic Commodities		FEB 2013
252.225-7013	Duty-Free Entry (Deviation 2020-O0019)		JUL 2020
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools		JUN 2005
252.225-7021	Trade Agreements (Deviation 2020-O0019)	Applies to Purchase Orders if Supplier provides end products that will be delivered to the U.S. Government as-is (e.g., spare parts)	JUL 2020
252.225-7025	Restriction on Acquisition of Forgings		DEC 2009
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales		APR 2003
252.225-7028	Exclusionary Policies and Practices of Foreign Governments		APR 2003

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Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	Applies to Purchase Orders that involve delivery to the government of carbon, alloy, or armor steel plate described in paragraph (b) of the clause	DEC 2006
252.225-7033	Waiver of United Kingdom Levies	Applies to Purchase Orders which may involve the award of a lower-tier subcontract exceeding \$1M to a U.K. firm	APR 2003
252.225-7036	Buy American—Free Trade Agreements—Balance of Payment Program	Applies to Purchase Orders if Supplier provides end products that will be delivered to the U.S. Government as-is (e.g., spare parts)	AUG 2016
252.225-7039	Contractors Performing Private Security Functions	Applies to Purchase Orders when private security functions will be performed outside the United States in areas designated in paragraph (b) of the clause	JUN 2012
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	Applies to Purchase Orders when Supplier personnel are supporting U.S. Armed Forces deployed outside the United States in an operation or exercise designated in paragraph (q) of the clause	OCT 2015
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (Deviation 2013-O0015)	Applies in lieu of 252.225-7040 if the Purchase Order requires performance in the United States Central Command area of responsibility	JUN 2013
252.225-7041	Correspondence in English		JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	Applies if the Purchase Order requires Supplier personnel to perform work or travel outside of the United States, except if Supplier is a foreign government, a representative of a foreign government, or a foreign corporation wholly owned by a foreign government	JUN 2015
252.225-7048	Export-Controlled Items		JUN 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets and Tungsten	Applies to Purchase Orders if Supplier provides "covered material" (as defined in the clause) or any item that contains "covered material" that will be delivered to the U.S. Government as-is	APR 2019

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Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
252.225-7979	Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (Deviation 2018-O0008)	Applies to Purchase Orders that have an estimated value over \$50,000 and will be performed, at least in part, in the United States Central Command Theater of Operations	DEC 2017
252.225-7981 (DEV 2015-O0016)	Additional Access to Contractor and Subcontractor Records (Other than USCENTCOM) (Deviation 2015-O0016)	Applies to Purchase Orders exceeding \$50,000 that will be performed outside of the United States and its outlying areas	SEP 2015
252.225-7993 (DEV 2015-O0016)	Prohibition on Providing Funds to the Enemy (Deviation 2015-O0016)	Applies to Purchase Orders exceeding \$50,000 that will be performed outside of the United States and its outlying areas	SEP 2015
252.225-7994 (DEV 2015-O0013)	Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (Deviation 2015-O0013)	Applies to Purchase Orders exceeding \$100,000 under Prime Contracts awarded prior to December 19, 2017	MAR 2015
252.225-7995 (DEV 2017-O0004)	Contractor Personnel Performing in the United States Central Command Area of Responsibility (Deviation 2017-O0004)	Applies to Purchase Orders that require Supplier personnel to perform in the USCENTCOM Area of Responsibility; this clause will apply in lieu of FAR 52.225-19	SEP 2017
252.225-7997 (DEV 2010-O0014)	Additional Requirements and Responsibilities Relating to Alleged Crimes by or Against Contractor Personnel in Iraq and Afghanistan (Deviation 2010-O0014)	Applies to Purchase Orders involving work performed in Iraq or Afghanistan for longer than 14 days	AUG 2010
252.227-7013*	Rights in Technical Data—Noncommercial Items	Applies to Purchase Orders under which technical data for noncommercial items, or for commercial items developed in any part at Government expense, will be obtained from Supplier for delivery to Buyer and/or the Government	FEB 2014
252.227-7014*	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	Applies to Purchase Orders when Supplier's performance will require delivery of noncommercial computer software or computer software documentation	FEB 2014
252.227-7015*	Technical Data—Commercial Items	Applies to Purchase Orders requiring technical data related to commercial items developed in any part at private expense to be delivered to Buyer and/or the Government	FEB 2014

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Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
252.227-7016*	Rights in Bid or Proposal Information		JAN 2011
252.227-7019*	Validation of Asserted Restrictions—Computer Software	Applies to Purchase Orders under which Supplier will be furnishing computer software to Buyer and/or the Government	SEP 2011
252.227-7020*	Rights in Special Works	Applies to Purchase Orders for modified existing works (as defined in DFARS 227.7105-1)	JUN 1995
252.227-7025*	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends		MAY 2013
252.227-7026*	Deferred Delivery of Technical Data or Computer Software	The 2 year timeframe in this clause shall run from the date Buyer accepts the last delivery of the applicable item from Supplier for use in performing the Purchase Order	APR 1988
252.227-7027*	Deferred Ordering of Technical Data or Computer Software	The 2 year timeframe in this clause shall run from the date Buyer accepts the last delivery of the applicable item from Supplier for use in performing the Purchase Order	APR 1988
252.227-7030	Technical Data—Withholding of Payment		MAR 2000
252.227-7037*	Validation of Restrictive Markings on Technical Data	Applies to Purchase Orders that require delivery of technical data	SEP 2016
252.227-7038*	Patent Rights—Ownership by the Contractor (Large Business)	Applies to Purchase Orders involving experimental, developmental or research work if Supplier: (i) is not a small business concern; and (ii) is not a non-profit organization. If Supplier (i) is not located in the United States; (ii) does not have a place of business located in the United States; or (iii) is subject to the control of a foreign government, FAR 52.227-13 applies in lieu of this clause	JUN 2012
252.227-7039*	Patents--Reporting of Subject Inventions	Applies to Purchase Orders that contain FAR 52.227-11, FAR 52,227-13 or DFARS 252.227-7038	APR 1990

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Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
252.228-7000	Reimbursement for War-Hazard Losses	Applies if FAR 52.228-4 applies to the Purchase Order and the head of the contracting activity decides not to allow Buyer and/or Supplier to buy insurance for war-hazard losses	DEC 1991
252.228-7003	Capture and Detention	Applies when Supplier employees are subject to capture and detention and may not be covered by the War Hazards Compensation Act (42 U.S.C. 1701 et seq.)	DEC 1991
252.229-7011	Reporting of Foreign Taxes—U.S. Assistance Programs	Applies to Purchase Orders for commodities that exceed \$500	SEP 2005
252.235-7003	Frequency Authorization—Basic	Applies to Purchase Orders requiring the development, production, construction, testing or operation of a device for which a radio frequency authorization is required	MAR 2014
252.235-7010	Acknowledgement of Support and Disclaimer	Applies to Purchase Orders for research and development	MAY 1995
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	Applies to Purchase Orders that may require subcontractor personnel to interact with detainees in the course of their duties	JUN 2013
252.237-7019	Training for Contractor Personnel Interacting with Detainees	Applies to Purchase Orders that may require subcontractor personnel to interact with detainees in the course of their duties	SEP 2006
252.239-7000	Protection Against Compromising Emanations	Applies to Purchase Orders involving information technology that requires protection against compromising emanations	JUN 2004
252.239-7001	Information Assurance Contractor Training and Certification	Applies to Purchase Orders involving the performance of information assurance functions	JAN 2008
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services	Applies to Purchase Orders which require securing telecommunications	DEC 1991
252.239-7018	Supply Chain Risk	Applies to Purchase Orders involving the development or delivery of any information technology, whether acquired as a service or as a supply	FEB 2019

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Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
252.243-7002	Requests for Equitable Adjustment		DEC 2012
252.244-7000	Subcontracts for Commercial Items		JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property		APR 2012
252.245-7002	Reporting Loss of Government Property		DEC 2017
252.245-7003	Contractor Property Management System Administration		APR 2012
252.245-7004	Reporting, Reutilization, and Disposal		DEC 2017
252.246-7001	Warranty of Data Alternate II (MAR 2014)	Applies to Purchase Orders that require delivery of technical data	MAR 2014
252.246-7003	Notification of Potential Safety Issues	Applies to Purchase Orders for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. Supplier shall provide the notification required by paragraph (c) of the clause to: (i) Buyer; and (ii) the Administrative Contracting Officer (ACO) and the Procuring Contracting Officer (PCO) assigned to Buyer's Prime Contract	JUN 2013
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	Applies to Purchase Orders for the construction, installation, repair, maintenance, or operation of facilities, infrastructure, or for equipment configured for occupancy, planned for use by DoD military or civilian personnel during military operations	OCT 2010
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	Applies to Purchase Orders for electronic parts or assemblies containing electronic parts, excluding the introductory language, but including paragraphs (a) through (e)	AUG 2016

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Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
252.246-7008	Sources of Electronic Parts	Applies to Purchase Orders that are for electronic parts or assemblies containing electronic parts, unless Supplier is the original manufacturer	MAY 2018
252.247-7023	Transportation of Supplies by Sea	Paragraphs (f) and (g) do not apply to Purchase Orders at or below the simplified acquisition threshold	FEB 2019

**(2) The following additional clauses apply to Purchase Orders with a value of \$150,000 or more.**

Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
<b>FAR</b>			
52.203-6	Restrictions on Subcontractor Sales to the Government	Applies to Purchase Orders with a value exceeding the simplified acquisition threshold	SEP 2006
52.203-7	Anti-Kickback Procedures	Exclude paragraph (c)(1)	MAY 2014
52.203-13	Contractor Code of Business Ethics and Conduct	Applies to Purchase Orders that have a value exceeding \$5 million and a performance period of more than 120 days. All disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer	APR 2010
52.203-16	Preventing Personal Conflicts of Interest	Applies to Purchase Orders in which Supplier's employees will perform acquisition functions closely associated with inherently governmental functions	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights		APR 2014
52.222-35	Equal Opportunity for Veterans		OCT 2015
52.222-37	Employment Reports on Veterans		FEB 2016
52.227-1*	Authorization and Consent	Applies to Purchase Orders with a value exceeding the simplified acquisition threshold	DEC 2007

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Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
52.227-1*	Authorization and Consent Alternate I (Apr 1984)	Applies to Purchase Orders with a value exceeding the simplified acquisition threshold that are for research and development	DEC 2007
52.227-2*	Notice and Assistance regarding Patent and Copyright Infringement	Applies to Purchase Orders with a value exceeding the simplified acquisition threshold	DEC 2007
52.243-7	Notification of Changes	Applies to Purchase Orders with a value exceeding \$1,000,000	JAN 2017
<b>DFARS</b>			
252.203-7003	Agency Office of the Inspector General	Applies to Purchase Orders subject to FAR 52.203-13	AUG 2019
252.211-7000	Acquisition Streamlining	Applies to Purchase Orders with a value exceeding \$1 million	DEC 1991
252.225-7005	Identification of Expenditures in the United States	Applies to Purchase Orders with a value exceeding the simplified acquisition threshold and are for the acquisition of Products that will be used outside the United States or for services that will be performed primarily outside the United States	JUN 2005
252.226-7001	Utilization of Indian Organizations, Indian Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Applies to Purchase Orders exceeding \$500,000	APR 2019
252.234-7002	Earned Value Management System	Applies to Purchase Orders with a value exceeding \$50 million and if Supplier is identified in the Prime Contract	NOV 2014
252.234-7004	Cost and Software Data Reporting System—Basic	Applies to Purchase Orders with a value exceeding \$50 million	NOV 2014
252.249-7002	Notification of Anticipated Contract Termination or Reduction	Applies to first-tier Purchase Orders with a value exceeding \$550,000	DEC 2006

**B. Purchase Orders for Services: The following additional clauses apply to all Purchase Orders that include the performance of services.**

Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
<b>FAR</b>			
52.204-14	Service Contract Reporting Requirements	Applies to Purchase Orders if they are either (i) fixed price and in excess of \$500,000, or (ii) not fixed price and in excess of the simplified acquisition threshold.  The Supplier must provide to Buyer the information described in paragraph (f); the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.	OCT 2016
52.217-8	Option to Extend Services	The applicable notice timeframe is specified in the Purchase Order	NOV 2009
52.222-17	Nondisplacement of Qualified Workers	Applies to Purchase Orders with a value exceeding \$150,000 for the performance of services	MAY 2014
52.222-41	Service Contract Labor Standards	Applies to Purchase Orders for services that are subject to the Service Contract Labor Standards statute	AUG 2018
52.222-42	Statement of Equivalent Rates for Federal Hires	Applies to Purchase Orders for services that are subject to the Service Contract Labor Standards statute	MAY 2014
52.222-54	Employment Eligibility Verification	Applies to Purchase Orders for commercial or non-commercial services performed in the United States with a value exceeding \$3,500, except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item	OCT 2015
52.222-55	Minimum Wages under Executive Order 13658	Applies to Purchase Orders for services that are subject to the Service Contract Labor Standards statute and that are to be performed in whole or in part in the United States	DEC 2015

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Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
52.222-62	Paid Sick Leave Under Executive Order 13706	Applies to Purchase Orders subject to the Service Contract Labor Standard statute and that will be performed in whole or in part in the United States	JAN 2017
52.223-12	Refrigeration Equipment and Air Conditioners	Applies to Purchase Orders for services that include the maintenance, repair, or disposal of any equipment or appliance using ozone-depleting substances as a refrigerant, such as air conditioners, including motor vehicles, refrigerators, chillers, or freezers	MAY 1995
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Applies to Purchase Orders for services to be performed on a government installation	APR 1984
52.237-3	Continuity of Services	Applies to Purchase Orders for services if the Prime Contract includes the clause	JAN 1991
<b>DFARS</b>			
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	Applies to Purchase Orders for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting	OCT 2016
252.209-7009	Organizational Conflict of Interest—Major Defense Acquisition Program	Applies to Purchase Orders for systems engineering and technical assistance for major defense acquisition programs or pre-major defense acquisition programs	DEC 2012
252.222-7002	Compliance with Local Labor Laws (Overseas)	Applies to Purchase Orders that involve services being performed outside the United States and its outlying areas	JUN 1997
252.237-7023	Continuation of Essential Contractor Services	Applies to Purchase Orders for essential services	OCT 2010

**C. Purchase Orders for Non-Commercial Item Products**

- The following additional clauses apply to non-commercial item Purchase Orders in accordance with the parenthetical conditions outlined below, if any.***

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Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
<b>FAR</b>			
52.215-2	Audit and Records—Negotiations	Applies to Purchase Orders with a value exceeding the simplified acquisition threshold: (i) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination thereof; (ii) for which certified cost or pricing data are required; or (iii) that require Supplier to furnish cost, funding, or performance reports	OCT 2010
52.215-10	Price Reduction for Defective Cost or Pricing Data	Applies to Purchase Orders that require the submission of cost or pricing data	AUG 2011
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	Applies to Purchase Orders that do not include FAR 52.215-10 and that may require the submission of cost or pricing data for modifications	AUG 2011
52.215-15	Pension Adjustments and Asset Reversions	Applies to Purchase Orders for which it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determinations will be subject to FAR Part 31	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	Applies if the Purchase Order is subject to the cost principles at FAR Subpart 31.2 and Supplier did not propose facilities capital cost of money in its offer	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	Applies to Purchase Orders for which it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determinations will be subject to FAR Part 31	JUL 2005
52.215-19	Notification of Ownership Changes	Applies to Purchase Orders for which it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determinations will be subject to FAR Subpart 31.2	OCT 1997
52.223-6	Drug Free Workplace		MAY 2001

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Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
52.230-2	Cost Accounting Standards	Applies to Purchase Orders that are subject to full CAS coverage; paragraph (b) is excluded	OCT 2015
52.230-3	Disclosure and Consistency of Cost Accounting Practices	Applies to Purchase Orders that are subject to modified CAS coverage; paragraph (b) is excluded	MAY 2014
52.230-6	Administration of Cost Accounting Standards	Applies to Purchase Orders that include the clause or substance of the clause at FAR 52.230-2, FAR 52.230-3, FAR 52.230-4, or FAR 52.230-5	JUN 2010
52.246-26	Reporting Nonconforming Items	Applies to Purchase Orders for items subject to higher-level quality standards in accordance with FAR 52.246-11; critical items; electronic parts or end items, components, or materials containing electronic parts, if the subcontract exceeds the simplified acquisition threshold; or for the acquisition of services, if the subcontractor will furnish, as part of the service, any items that meet the criteria specified above.	NOV 2021
<b>DFARS</b>			
252.203-7000	Requirements Relating to Compensation of Former DOD Officials		SEP 2011
252.215-7000	Pricing Adjustments	Applies to Purchase Orders to which FAR 52.215-11, FAR 52.215-12, or FAR 52.215-13 apply	DEC 2012
252.215-7002	Cost Estimating System Requirements		DEC 2012
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings		JUN 2011
252.231-7000	Supplemental Cost Principles		DEC 1991
252.242-7005	Contractor Business Systems	Applies to Purchase Orders subject to the Cost Accounting Standards to which any of the clauses listed at DFARS 242.7001(b) apply	FEB 2012
252.243-7001	Pricing of Contract Modifications		DEC 1991

2. ***The following additional clauses apply to non-commercial item Purchase Orders with a value exceeding \$150,000.***

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Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
<b>FAR</b>			
52.215-14	Integrity of Unit Prices Alternate I (OCT 1997)	Applies to Purchase Order with a value exceeding the simplified acquisition threshold; Does not apply to Purchase Orders for services where supplies are not required; paragraph (b) does not apply	OCT 2010
52.215-23	Limitations on Pass-Through Charges	Applies to cost-reimbursement Purchase Orders with a value exceeding the simplified acquisition threshold; if the Prime Contract is with the Department of Defense, the clause applies to both cost-reimbursement and fixed-price Purchase Orders that exceed \$750,000, except those identified in FAR 15.408(n)(2)(i)(B)(2)	OCT 2009
52.219-9	Small Business Subcontracting Plan	Applies to Purchase Orders that exceed \$650,000, except for Purchase Orders issued to small business concerns	AUG 2018
52.219-16	Liquidated Damages – Subcontracting Plan	Applies to Purchase Orders to which FAR 52.219-9 applies	JAN 1999
52.242-5	Payments to Small Business Subcontractors	Applies to Purchase Orders to which FAR 52.219-9 applies	JAN 2017
<b>DFARS</b>			
252.203-7001	Prohibition on Persons Convicted of Fraud or other Defense-Contract-Related Felonies	Applies to first-tier Purchase Orders with a value exceeding the simplified acquisition threshold	DEC 2008
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)—Basic	Applies to Purchase Orders to which FAR 52.219-9 applies	MAY 2019
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	Applies to first-tier Purchase Orders with a value exceeding \$550,000, except those for commercial items, construction ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence	MAY 2007

**3. The following additional clauses apply to non-commercial item Purchase Orders with a value exceeding \$750,000.**

Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
<b>FAR</b>			

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Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
52.203-14	Display of Hotline Poster(s)	Applies to Purchase Orders that have a value exceeding \$5 million, except when the Purchase Order is performed entirely outside the United States	DEC 2007
52.215-12	Subcontractor Certified Cost or Pricing Data	Applies to Purchase Orders that include FAR 52.215-10	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications	Applies to Purchase Orders that include FAR 52.215-11; Supplier shall certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the certified cost or pricing data submitted by Supplier were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification	OCT 2010
<b>DFARS</b>			
252.203-7004	Display of Fraud Hotline Poster(s)	Applies to Purchase Orders with a value exceeding \$5M	MAY 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	Applies to Purchase Orders with a value exceeding \$1M	DEC 2010

**D. Cost-Reimbursement Purchase Orders (e.g., cost plus fixed fee, time-and-materials, labor-hour, incentive or price redeterminable, etc.): The following additional clauses apply to Cost-Reimbursement Purchase Orders.**

Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
<b>FAR</b>			
52.216-7	Allowable Cost and Payment		AUG 2018
52.216-8	Fixed Fee		JUN 2011
52.222-2	Payment for Overtime Premiums	Applies to Purchase Orders with a value exceeding the simplified acquisition threshold	JUL 1990
52.228-7	Insurance—Liability to Third Persons		MAR 1996
52.232-20	Limitation of Cost	Applies if the Purchase Order is fully funded	APR 1984
52.232-22	Limitation of Funds	Applies in lieu of FAR 52.232-20 if the Purchase Order is incrementally funded	APR 1984

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Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
52.233-3, Alt I	Protest After Award Alternate I (JUN 1985)	In paragraph (b)(2), the term "30 days" is changed to "15 days"	AUG 1996
52.242-1	Notice of Intent to Disallow Costs		APR 1984
52.242-3	Penalties for Unallowable Costs		MAY 2014
52.242-4	Certification of Final Indirect Costs		JAN 1997
52.242-15, Alt I	Stop-Work Order Alt I (APR 1984)	In paragraph (a), the term "90 days" is changed to "100 days"; in paragraph (b)(2), the term "30 days" is changed to "15 days"	AUG 1989
52.243-2	Changes—Cost Reimbursement Alternate II (APR 1984)	Applies in lieu of 52.243-1; in paragraph (c) the term "30 days" is changed to "15 days"	AUG 1987
52.243-3	Changes—Time-and-Materials or Labor-Hours	Applies in lieu of 52.243-2; in paragraph (c) the term "30 days" is changed to "15 days"	SEP 2000
52.249-6	Termination (Cost-Reimbursement)	Applies in lieu of 52.249-8; in paragraph (d), the term "120 days" is changed to "60 days", in paragraph (e) the term "15 days" is changed to "30 days" and the term "45 days" is changed to "60 days", and in paragraph (f), the term "1 year" is changed to "90 days"	MAY 2004
<b>DFARS</b>			
252.242-7004	Material Management and Accounting System	Applies to Prime Contracts with large businesses that have a value exceeding the simplified acquisition threshold that are either: (i) cost-reimbursement; or (ii) fixed-price with progress payments made on the basis of costs incurred by the contractor as work progresses under the Purchase Order	MAY 2011
252.242-7006	Accounting System Administration	Applies to Purchase Orders that are cost-reimbursement, incentive-type, time-and- materials, or labor-hour, or that have progress payments made on the basis of costs incurred by Supplier or on a percentage or stage of completion	FEB 2012
252.246-7001	Warranty of Data	Applies to Purchase Orders that require delivery of technical data	MAR 2014

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**II. FAR Agency Supplemental Clauses**

- a. The following additional clauses apply to Purchase Orders in support of Prime Contracts with the Defense Logistics Agency (“DLA”) in accordance with the parenthetical conditions outlined below.**

<b>DLA</b>	<b>Clauses</b>	<b>Limitations on Applicability (if blank, the clause applies to all Purchase Orders)</b>	<b>Date</b>
52.211-9002	Priority Rating	Applies to rated Purchase Orders	NOV 2011
52.211-9010	Shipping Label Requirements - Military Standard (MIL-STD) 129P	Applies to Purchase Orders that require Supplier to ship Products directly to the government	APR 2014
52.211-9013	Shipper’s Declaration of Dangerous Goods	Applies to Purchase Orders involving the shipment of dangerous or hazardous goods or materials	APR 2014
52.211-9014	Contractor Retention of Traceability Documentation	Applies to Purchase Orders with dealers/distributors (non-manufacturers)	AUG 2012
52.211-9024	Shelf-Life Items Manufacturing Restrictions		MAY 2013
52.211-9033	Packaging and Marking Requirements	Applies to Purchase Orders that require Supplier to ship Products directly to the government	APR 2008
52.211-9035	Marking Requirements—DLA Maritime	Applies to Purchase Orders that require Supplier to ship Products directly to the government	NOV 2011
52.211-9036	Physical Item Identification/Bare Item Marking (Land & Maritime)	Applies to Purchase Orders that require Supplier to ship Products directly to the government	NOV 2011
52.211-9053	Expedited Handling Shipments	Applies to Purchase Orders that require Supplier to ship Products directly to the government	NOV 2011
52.211-9094	Preparation for Delivery	Applies to Purchase Orders that require Supplier to ship Products directly to the government	NOV 2012
52.211-9095	Palletization of Shipments	Applies to Purchase Orders that require Supplier to ship Products directly to the government	SEP 2012
52.246-9003	Measuring and Test Equipment		NOV 2011
52.246-9004	Product Verification Testing		MAR 2014
52.246-9039	Removal of Government Identification from Non-Accepted Supplies		NOV 2011
52.246-9066	Documentation of Traceability		JAN 2009

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DLA	Clauses	Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
52.247-9012	Requirements for Treatment of Wood Packaging Material (WPM)	Applies to Purchase Orders that require Supplier to ship Products directly to the government	FEB 2007
52.247-9030	Commercial Shipping Documents	Applies to Purchase Orders that require Supplier to ship Products directly to the government	NOV 2011
52.247-9035	Shipping Instructions (Domestic)	Applies to Purchase Orders that require Supplier to ship Products directly to the government	NOV 2011
52.247-9036	Shipping Instructions (Export)	Applies to Purchase Orders that require Supplier to ship Products directly to the government	NOV 2011
52.247-9037	Trans-Shipment of Material Through DLA Containerization and Consolidation Points (CCP)	Applies to Purchase Orders that require Supplier to ship Products directly to the government	NOV 2011
52.247-9038	Shipping Instruction for DLA Direct Acquisitions	Applies to Purchase Orders that require Supplier to ship Products directly to the government	NOV 2011
52.247-9058	First Destination Transportation (FDT) Program - Shipments Originating From Outside the Contiguous United States (OCONUS)	Applies to Purchase Orders that require Supplier to ship Products directly to the government	JUL 2013

**b. The following additional clauses apply to Purchase Orders in support of Prime Contracts with TACOM in accordance with the parenthetical conditions outlined below.**

TACOM	Clauses	Limitations on Applicability (if blank, the clause applies to all Purchase Orders)	Date
52.204-4020	Access and General Protection/Security Policy and Procedures	Applies to Purchase Orders that require access to government facilities	MAR 2015
52.204-4021	Contractor Employees Who Require Access to Government Information Systems	Applies to Purchase Orders that require access to government information systems	JUN 2012
52.204-4023	Notice of Elevated Threat Level Force Protection Condition (FPCON)		JUN 2014
52.204-4024	Notice of Random Antiterrorism Measures Program (RAMP)	Applies to Purchase Orders requiring the performance of services on an Army installation, arsenal, base or other DoD facility	JUN 2014

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<b>TACOM</b>	<b>Clauses</b>	<b>Limitations on Applicability (if blank, the clause applies to all Purchase Orders)</b>	<b>Date</b>
52.209-4020	Anti-Terrorism (AT) Level I Training Requirement	Applies to Purchase Orders if Supplier's employees require access to Army installations, facilities, or controlled access areas	JUL 2014
52.209-4021	Anti-Terrorism Awareness Training Requirement for Contractor Personnel Traveling Overseas	Applies to Purchase Orders if Supplier's personnel are required to travel overseas	JUN 2012
52.209-4022	iWatch Training		JUL 2014
52.209-4023	OPSEC Training Requirement		APR 2015
52.209-4024	Information Assurance (IA) / Information Technology (IT) Training		APR 2015
52.211-4008	Drawing Limitations		NOV 2005
52.211-4017	Painting Test		OCT 2008
52.211-4017	Requirements for Pretreatments and Chemical Agent Resistant Coatings Local Warren—Painted Materiel		MAR 2014
52.211-4030	Special Testing Requirements for Chemical Agent Resistant Coating (CARC) on Metallic Surfaces		MAR 2001
52.211-4059	Radiographic Inspection		MAR 2001
52.211-4517	Packaging Requirements Commercial	Applies to Purchase Orders involving Products that are shipped directly from Supplier to the government	DEC 2014
52.215-4400	Army Information Systems (IS) Security Requirement	Applies to Purchase Orders that require access to government owned or operated automated information systems, networks or databases	MAR 2013
52.215-4405	Access to the Detroit Arsenal; Identifying Contractor Employees; Non-Disclosure Statement	Applies to Purchase Orders requiring Supplier's employees to work at, or visit, the Detroit Arsenal	APR 2013
52.223-4000	Environmental, Safety, and Energy Standards and Regulations		SEP 1978
52.223-4002	Use of Class I Ozone-Depleting Substances		OCT 2008

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<b>TACOM</b>	<b>Clauses</b>	<b>Limitations on Applicability (if blank, the clause applies to all Purchase Orders)</b>	<b>Date</b>
52.225-4006	Continuance of Performance During Any State of Emergency in the Republic of Korea (ROK)	Applies to Purchase Orders that require Supplier's personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed/stationed outside the United States in: (i) contingency operations; (ii) humanitarian or peacekeeping operations; or (iii) other military operations or exercises designated by the Combatant Commander	AUG 2012
52.227-4500	Distribution and Destruction of Export Control Technical Data Package (Warren)		DEC 2012
52.237-4000	Contractor Manpower Reporting (CMR)	Supplier is only responsible for reporting labor hours to Buyer	FEB 2013
52.242-4008	Routing of Special Process Approvals	Applies to Purchase Orders if the applicable Technical Data Package contains one or more of the specifications in paragraph (a)	DEC 2005
52.242-4013	Ballistic Testing Alternate I (NOV 2005)	Applies to Purchase Orders for ballistics	OCT 2008
52.246-4023	Statistical Process Control (SPC)		FEB 1998
52.246-4048	Drawings for Inspection		AUG 2007
52.247-4005	Shipment of Supplies and Detention of Carriers Equipment		AUG 2003
52.247-4016	Heat Treatment and Marking of Wood Packaging Materials	Applies to Purchase Orders involving Products that are shipped directly from Supplier to the government	DEC 2014

***c. The following additional clauses apply to Purchase Orders in support of Prime Contracts with the Joint Contracting Command in accordance with the parenthetical conditions outlined below.***

<b>Joint Contracting Command</b>	<b>Clauses</b>	<b>Limitations on Applicability (if blank, the clause applies to all Purchase Orders)</b>	<b>Date</b>
952.222-0001	Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports		AUG 2011
952.223-0001	Reporting Kidnappings, Serious Injuries and Deaths		AUG 2011
952.225-0003	Fitness for Duty and Medical/Dental Care Limitations (Afghanistan)	Applies to Purchase Orders involving performance in the theater of operations	FEB 2013

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<b>Joint Contracting Command</b>	<b>Clauses</b>	<b>Limitations on Applicability (if blank, the clause applies to all Purchase Orders)</b>	<b>Date</b>
952.225-0004	Compliance with Laws and Regulations	Applies to Purchase Orders involving performance in the theater of operations	DEC 2011
952.225-0005	Monthly Contractor Census Reporting	Supplier is only responsible for reporting to Buyer the information required by this clause	AUG 2011
952.225-0009	Medical Screening and Vaccination Requirements for Locally Hired Employees	Applies to Purchase Orders involving performance in the theater of operations	DEC 2011
952.225-0009	Medical Screening and Vaccination Requirements for Contractor Employees Operating in the CENTCOM Area of Responsibility (AOR)	Applies to Purchase Orders involving performance in the theater of operations	DEC 2011
952.225-0013	Contractor Health and Safety	Applies to Purchase Orders involving performance in the theater of operations	DEC 2011
952.225-0016	Contractor Demobilization (Afghanistan)	Applies to Purchase Orders involving performance in Afghanistan	AUG 2011
952.225-0019	Commodity Shipping Instruction (Afghanistan)	Applies to Purchase Orders involving performance in Afghanistan	AUG 2011
952.225-0020	Contractor Accountability and Personnel Recovery (Afghanistan)	Applies to Purchase Orders that require performance in Afghanistan	AUG 2011
952.225-0022	Visibility of Inbound/Outbound Cargo and Contractor Equipment Census (Afghanistan)	Applies to Purchase Orders that require performance in Afghanistan	APR 2012
5152.222-5900	Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports		MAR 2014
5152.225-5902	Fitness for Duty and Medical/Dental Care Limitations	Applies to Purchase Orders involving performance in the theater of operations	JUN 2014
5152.225-5907	Medical Screening and Vaccination Requirements for Contractor Employees Operating in the CENTCOM Area of Responsibility (AOR)	Applies to Purchase Orders involving performance in the theater of operations	AUG 2014
5152.225-5915	Contractor Accountability and Personnel Recovery	Applies to Purchase Orders involving performance in the theater of operations	JUN 2014

***d. The following additional clauses apply to Purchase Orders in support of Prime Contracts with the Army Contracting Command in accordance with the parenthetical conditions outlined below.***

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<b>Army Contracting Command</b>	<b>Clauses</b>	<b>Limitations on Applicability (if blank, the clause applies to all Purchase Orders)</b>	<b>Date</b>
52.0000-4002	Shipping/Delivery Instructions and Information	Applies to Purchase Orders that require Supplier to ship Products directly to the government	OCT 2007
52.0000-4003	Safety and Security Notices	Applies to Purchase Orders requiring performance at Rock Island Arsenal	JUL 2005
52.0000-4035	Rock Island Arsenal Safety, Law Enforcement, Security, and Fire Prevention Requirements/Regulations	Applies to Purchase Orders requiring performance at Rock Island Arsenal	AUG 2004
52.0000-4408	Installation Security	Applies to Purchase Orders requiring performance at the Anniston Army Depot	N/A
52.0000-4905	Receiving Hours	Applies to Purchase Orders that require Supplier to deliver Products directly to the Anniston Army Depot	N/A
52.0000-4922	Foreign Supplies	Applies to Purchase Orders if Supplier provides end products that will be delivered to the U.S. Government as-is (e.g., spare parts)	N/A
52.0000-4928	Section 508 Compliance	Applies to Purchase Orders for the supply of electronic and information technology products and services	N/A
52.0000-4933	Contractor Manpower Reporting (CMR)	Supplier is only responsible for reporting labor hours to Buyer	MAY 2013
52.0247-4003	Heat Treatment and Marking of Wood Packaging Materials	Applies to Purchase Orders that require Supplier to ship Products directly to the government	JAN 2015

**4. The following additional clauses apply to Purchase Orders in support of Prime Contracts with the Office of Naval Research (“ONR”) in accordance with the parenthetical conditions outlined below.**

<b>ONR</b>	<b>Clauses</b>	<b>Limitations on Applicability (if blank, the clause applies to all Purchase Orders)</b>	<b>Date</b>
5252.235-9714	Report Preparation	Applies to Purchase Orders that require Supplier to ship Products directly to the government	N/A
5252.237-9705	Key Personnel	Applies to Purchase Orders that require Supplier to provide key personnel	DEC 1998

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