



Purchase Terms and Conditions

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PURCHASE TERMS AND CONDITIONS

1. **General Acceptance:** This Purchase Order (which shall be deemed to include any and all plans, specifications, and other documents to the extent that any of the same are referenced therein) and these Purchase Order Terms and Conditions are the exclusive agreement between the parties for the products, materials, supplies and/or services ("Products") that are the subject of this Purchase Order. Any of the following shall constitute Seller's unqualified acceptance of this Purchase Order: (a) any received acknowledgment from Seller; (b) Seller's furnishing of any part of the Products; (c) Seller's acceptance of any payment for the Products; or (d) Seller's commencement of performance under this Purchase Order. Any additional or different terms proposed by Seller are objected to and are hereby rejected by Trillium Engineering, LLC ("Buyer") unless the same shall be accepted in writing by an authorized representative of Buyer. The failure of either party to enforce its rights under this Purchase Order shall not constitute a waiver of such rights or of any other rights under this Purchase Order.
2. **Assignment:** Neither this Purchase Order, nor any accounts receivable hereunder, are assignable or transferable by Seller without Buyer's prior written approval, which approval will not be unreasonably withheld.
3. **Government or Buyer Furnished Property:** If in connection with the performance of this Purchase Order, any property is furnished to Seller by Buyer or by any governmental authority, Seller shall assume the risk of, and be responsible for, any loss with respect to such property. Seller shall be liable for any destruction of or damage to the property while in Seller's possession, custody or control, unless this Purchase Order expressly relieves Seller from such liability. In the absence of any approval or authorization by Buyer, Seller shall return all such property in as good a condition as when received, except for reasonable wear and tear caused by the utilization of such property in accordance with the provisions of this Purchase Order and/or the purpose for which such property was provided to Seller. Seller shall establish and maintain a system that complies with the provisions of FAR subpart 45.5 for the control of government owned property. Seller shall also notify Buyer if approval of its property system has been withdrawn by any governmental authority.
4. **Changes:** Buyer, may at any time, by written notice to Seller (but without notice to any surety), make any and all changes or additions within the general scope of this Purchase Order. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this Purchase Order, whether changed or not changed by any such written notice, Seller shall notify Buyer in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of this Purchase Order.
5. **Choice of Law:** Irrespective of the place of performance, this Purchase Order will be construed, and interpreted according to federal laws of the United States of America and the state laws of the State of Oregon, USA, in each case, without regarding to any conflicts of laws principles.
6. **Compliance with Laws:** In providing the Products or otherwise performing its obligations and responsibilities under this Purchase Order, Seller will comply with any and all applicable laws, executive orders, and regulations ("Laws"). Seller agrees to indemnify, defend and hold harmless Buyer for, from and against any and all loss cost, liability, or damage (including reasonable attorneys' fees and legal costs) suffered or incurred by Buyer by reason of Seller's violation of applicable Laws. Seller agrees that its performance of this Purchase Order may be subject to the Laws of U.S.



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governmental agencies. Any knowing willful act to falsify, conceal, or alter a material fact, or any false, fraudulent, or fictitious statement of representation, in connection with the performance under this Purchase Order may be punishable in accordance with applicable Laws.

7. Defective Work: Buyer may at any time and regardless of Seller's delivery or Buyer's acceptance of the Products, reject or require prompt correction (in place or elsewhere) of any Products which are defective in material or workmanship or otherwise fail to meet the requirements of this Purchase Order.
8. Delivery: Seller agrees that time is of the essence with respect to the performance of its obligations and responsibilities under this Purchase Order. Seller shall strictly comply with the delivery schedule, but shall not, without Buyer's prior written consent, make material or production commitments to any third party in advance of such time as Seller reasonably believes is necessary to meet the delivery schedule. Representatives of Buyer shall have the right, during Seller's regular working day, to access Seller's plant or other manufacturing facilities for the purpose of assuring delivery of the Products in accordance with the delivery schedule.
9. Disputes: Any dispute arising under this Purchase Order which is not settled by agreement of the parties will be litigated in a state or federal court located in Portland, Oregon. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Purchase Order, Seller shall, unless otherwise agreed between the parties, proceed diligently with the performance of this Purchase Order.
10. Federal and Local Taxes: Except as may be otherwise provided in this Purchase Order, the price for the Products includes all applicable federal, state and local, taxes and duties.
11. Buyer's Premises: If Seller in connection with the performance of this Purchase Order shall send any of its agents or employees onto any premises owned or controlled by Buyer, Seller shall provide appropriate safety protection for such persons and their (or Seller's) property in accordance with all applicable Laws. Seller shall further indemnify, defend and hold harmless Buyer for, from and against any and all liabilities and losses whatsoever, whether resulting from or contributed to by the negligence of Buyer, including without limitation, costs and expenses in connection therewith (including reasonable attorneys' fees and legal costs), on account, or by reason of, injury to, or death of, any person whosoever, or loss of or damage to any property whatsoever, suffered or sustained in the course of, or in connection with, Seller's agents or employees being present on any of Buyer's premises. Buyer at its option may require that Seller furnish evidence of insurance reasonably satisfactory to Buyer covering the liabilities and indemnification obligations set forth above, but Buyer's acceptance or receipt of such evidence shall not be deemed a waiver or release of such liabilities or indemnification obligations.
12. Inspection: Buyer shall have the right to inspect, evaluate and test the Products prior to accepting them. Inspection and testing will take place at the shipping destination for the Products, unless otherwise provided in this Purchase Order. Buyer (and where applicable, Buyer's customer) may inspect and test all materials, work in progress, and supplies at all times and places, during manufacture and otherwise. If Buyer's inspection and testing take place at Seller's premises, Seller shall, without additional charge to Buyer, provide reasonable assistance to Buyer, including without limitation, by providing access to Seller's facilities and such other information so as to permit Buyer's personnel to conduct the inspection and testing. Notwithstanding this Section 12, Buyer acknowledges and agrees that any inspections or testing occurring on Seller's premises shall be performed in such manner so as not to unreasonably delay or interfere with Seller's business operations.
13. Responsibility for Supplies or Goods: Except as specifically otherwise provided for in this Purchase Order, Seller shall be responsible for ensuring that the Products meet the requirements of this Purchase Order. Seller shall bear all risks as to rejected Projects requiring correction after Buyer's notice of rejection and notwithstanding any prior acceptance.
14. Invoicing and Payment: A separate invoice shall be issued for each shipment of Products by Seller. Unless otherwise specified in this Purchase Order, no invoice shall be issued by Seller prior to shipment



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of the Products and no payment will be made or due by Buyer prior to receipt of the Products and a correct invoice. Payment due dates will be computed from the date of receipt of the Products or the date of Buyer's receipt of a correct invoice, whichever is later.

15. Liens: Seller represents and warrants to Buyer that the Products sold, transferred and/or conveyed to Buyer under this Purchase Order are and shall be free of all liens, rights of lien, claims, and encumbrances, including any claims against Buyer or the Products arising by virtue of any work performed for Seller by any subcontractor with respect to the Products. Upon request, Seller will provide to Buyer all certifications, releases, or such other satisfactory evidence in support thereof, in each case, sufficient to demonstrate that no such liens, rights of lien, claims or encumbrances exist.
16. Non-Infringement: Seller represents and warrants to Buyer that the Products provided under this Purchase Order do not, and their use by Buyer for the purposes contemplated in this Purchase Order will not, infringe, violate or misappropriate the intellectual property rights or other proprietary rights of any third party. Seller shall defend, indemnify and hold harmless Buyer, Buyer's customer, and each of their respective officers, agents, employees, and representatives, for, from and against any and all claims, actions, liabilities, damages, costs and expenses (including reasonable attorneys' fees and legal costs) arising from or relating to any claim or allegation that the Products or their use by Buyer or Buyer's customer as contemplated in this Purchase Order, infringe, violate or misappropriate any patent, copyright, trademark, or other intellectual property right or proprietary right of any third party.
17. Property Rights: Seller agrees to make prompt and complete disclosure to Buyer of any and all inventions and discoveries made, conceived or reduced to practice by or on behalf of Seller in connection with work performed under this Purchase Order. Seller agrees to keep necessary records supporting such inventions and discoveries and will furnish to Buyer upon request all such records. The parties intend that any and all inventions, discoveries, proprietary information, software, systems, data, or reports resulting from work performed by or on behalf of Seller under this Purchase Order ("Work Product"), and all intellectual property rights associated with or embodied in any of the foregoing, be the sole and exclusive property of Buyer. Buyer shall have the full right to freely use such Work Product and corresponding intellectual property rights in any manner without any claim on the part of Seller and without any duty to account to Seller for such use. The parties intend that any and all Work Product constitute "works made for hire" to be owned by Buyer and for which Buyer shall be deemed the author thereof. If for any reason the Work Product does not constitute "works made for hire" or if the designation of the Work Product as "works made for hire" does not result in Buyer owning all right, title and interest in and to the Work Product, then Seller agrees to assign and does hereby irrevocably and without further consideration assign to Buyer all of Seller's right, title and interest (including any intellectual property rights) in and to the Work Product. Seller shall reasonably assist Buyer and take all further action reasonably requested by Buyer so as to perfect, effectuate or enforce Buyer's rights in and ownership of any and all such Work Product, including without limitation, by providing Buyer reasonable support for Buyer's prosecution of any patents and/or patent applications.

Except as expressly set forth in this Purchase Order, nothing in this Purchase Order confers or grants to Seller, in any manner whatsoever, any license or other right under any patent, trademark, trade secret, copyright or other intellectual property right held by Buyer, whether by implication, estoppel or otherwise.

18. Subcontracting: Seller shall not subcontract all or substantially all of its work under this Purchase Order, without the prior written approval of Buyer. This provision shall not apply to purchases of standard commercial articles or raw materials to be used by Seller to manufacture or produce the Products hereunder.
19. Equal Employment Opportunity: To the extent applicable, Seller will comply with Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and the implementing regulations for each found at 41 CFR Part 60. The parties hereby incorporate into this Agreement, as applicable, the Equal Opportunity clauses found at 41 CFR § 60-1.4(a), 60-250.5(a), 60-741.5(a), and 60-300.5(a), and Seller will likewise incorporate the clauses into all applicable subcontracts as required by 41 CFR § 60-1.4(d).

20. Substitutions: Seller shall not substitute any materials or accessories without the prior written consent of Buyer.
21. Priority Rating. If so identified, this Purchase Order is a "rated order" certified for national defense use, and Seller shall strictly follow all of the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).
22. Stop Work Order: In accordance with the provisions of the "Stop-Work-Order" clause set forth in FAR 52.242-15 in effect on the effective date of this Purchase Order, Buyer may, at any time, by written notice to Seller, require that Seller stop all, or any part, of the work or Products to be performed or provided under this Purchase Order for a period of 90 days after such notice is delivered to Seller, and for any further period on which the parties may agree. Upon receipt of such notice, Seller will immediately take all reasonable steps to minimize the incurrence of costs allocable to the work or Products covered by the notice during the period of the work stoppage. Within the indicated 90-day period, Buyer will take the actions prescribed in FAR 52.242.15.
23. Termination: Without limiting Buyer's right to cancel this Purchase Order for the default of Seller as provided below, Buyer may terminate all or any part of the work or Products to be performed or provided under this Purchase Order and process Seller's claims therefor in accordance with the provisions of the "Termination for the Convenience of the Government (fixed-Price)" clause set forth in FAR 52.249-2 in effect on the date of this Purchase Order. Where necessary to make FAR 52.249-2 applicable to this Purchase Order, "Contractor" shall mean "Seller", "Contracting Officer" shall mean "Buyer," and "Government" shall mean "Buyer or the Government". In paragraph (e) of FAR 52.249-2, "1 year" shall be changed to "6 months or any extension thereto".
24. Termination for Default: The provisions of FAR 52.249-8, "Default (Fixed-price Supply and Service)," in effect on the date of this Purchase Order are incorporated in this paragraph by reference as follows: Subparagraphs (a), (b), (e), and (f), (g), and (h). Where necessary to make this FAR provision applicable to this Purchase Order, "Contractor" shall mean "Seller" and "Contracting Officer" shall mean "Buyer", and "Government" shall mean "Buyer or Government". In addition, if bankruptcy, insolvency, dissolution, receivership or equivalent proceedings shall be instituted by or against Seller, or upon Seller making any assignment for the benefit of creditors or entering into any such arrangement or upon Seller's suspension of its business or becoming insolvent, Buyer shall have the right to terminate this Purchase Order in accordance with FAR 52-249-8.
25. Notice to Buyer of Potential Delays: Whenever Seller has reason to believe that any act or occurrence is delaying or threatens to delay the timely performance of this Purchase Order, Seller shall immediately give written notice to Buyer thereof, such notice to include all relevant information known by Seller with respect thereto.
26. Special Tooling (ST), Special Test Equipment (STE), and Facilities (FAC): Seller represents and warrants that the prices set forth in this Purchase Order do not include any amount representing rent for the use of government-owned ST, STE or FAC as the same are defined in part 45 of the FAR.
27. Performance Warranty: Seller represents and warrants to Buyer that, for a period of one (1) year following their acceptance by Buyer, the Products will conform to the design, specifications, drawings, samples or other descriptions referred to in this Purchase Order, and will be free from defects in design, materials and workmanship, and to the extent that Seller knows or has reason to know of the purpose for which the Products are intended to be used, that the Products will be fit and sufficient for such purpose. The foregoing representations and warranties shall run to Buyer and each of its customers.
28. Trade Control: Seller will comply with all relevant United States and foreign laws, rules and regulations governing its activities, including but not limited to, the Foreign Corrupt Practices Act, Arms Export Control Act, Export Administration Act, Anti-Boycott Law of the United States, and their implementing regulations.
29. Federal Acquisition Regulation (FAR, DOD FAR Supplement DFARS): The FAR and DFARS clauses (as in effect on the effective date of this Purchase Order) listed in Exhibit A are incorporated herein by reference. Where necessary to make the clauses applicable to this Purchase Order, "Contractor"



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shall mean "Seller", "Contracting Officer" shall mean "Buyer", and the "Government" shall mean "Buyer" or the "Government" whenever appearing in the clauses. If any of the FAR or DFARS clauses listed in Exhibit A do not apply to a particular Purchase Order, such clauses are considered to be self-deleting.

SUPPLEMENTAL TERMS OF PURCHASE – APPLICABLE FAR & DFARS CLAUSES

A. General Terms

Goods furnished under this Purchase Order are for use under a United States Government prime contract or subcontract. Seller shall comply with all applicable US Government provisions and clauses identified by Buyer as flow-down provisions for any Purchase Order, including Federal Acquisition Regulation (FAR), Department of Defense FAR Supplement (DFARS), or other agency supplement contract provisions (together "FAR Clauses"). The clauses set out below are each incorporated by reference and made part of this Purchase Order. These FAR and DFARS clauses are available at www.acquisition.gov and by acceptance of this Purchase Order, Seller acknowledges and agrees to such incorporation by reference.

1. The terms and conditions of this Purchase Order include all applicable US Government provisions and certifications listed below and all such other US Government provisions expressly mandated by operation of law or regulation ("Flow-down Clauses"). Such provisions include the FAR Clauses. Seller shall incorporate applicable Flow-down Clauses into each lower-tier subcontract placed in support of this Purchase Order, as required by the individual clause. The applicable version date of such provisions is as specified below; if no version date is specified, then the version date as of the date the Purchase Order is executed shall apply, unless otherwise specified in the Purchase Order. To the extent there is a conflict or overlap between the Flow-down Clauses and Buyer's Standard Purchase Terms and Conditions, the language shall be read to the maximum extent possible to render the conflicting or overlapping provisions compatible, including by using the interpretation most restrictive of the requirements in Buyer's favor.
2. Seller shall indemnify and hold Buyer harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of unallowability or prohibition of allocation or any other civil, criminal or administrative liability, whether arising under statute, regulation, contract or common law and shall reimburse Buyer for all of its damages and associated costs, including reasonable attorney fees and other expenses arising from Seller's failure to comply with the applicable Flow-down Clauses. Seller shall reimburse Buyer for any loss by or damage to Buyer in the event that Buyer or, where applicable, a Buyer customer makes a determination that, where applicable, Seller failed to furnish Buyer with any certified cost or pricing data or failed to provide the current, accurate and complete version of such data; failed to provide or comply with certifications as required by the Flow-down Clause; or failed to take any such other action required by the Flow-down Clauses.
3. Any reference to a "Disputes" clause shall mean the disputes provision of this Purchase Order. Pending resolution of any dispute arising under this Purchase Order, which incorporates FAR or DFARS clauses, Seller will proceed diligently as directed by Buyer with the performance of this Purchase Order. Notwithstanding any provision, any provision in this Purchase Order that is: (i) incorporated in full text or by reference below to FAR or DFARS, or (ii) that is substantially based on any FAR or DFARS provision below or on any agency regulation interpreting such FAR or DFARS provisions, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the US Government. No FAR or DFARS provision herein shall establish privity between Seller and any customer of Buyer, nor permit Seller to make direct claims against such customer. Notwithstanding any FAR or DFARS provisions below, the Contract Disputes Act shall not apply to this Purchase Order, except as permitted by Buyer for disputes with Buyer's customer.
4. Seller agrees that its books, records and facilities or such parts of its facilities as may be engaged in the performance of this Purchase Order, shall at all reasonable times be subject to inspection and audit by Buyer and, to the extent provided by the Flow-down Clauses, any authorized representatives



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of the US Government or Buyer's customer. Seller hereby grants to Buyer the right to examine at reasonable times its relevant books, records and data that permit the adequate evaluation of: (i) cost and pricing data and of any claims/proposals submitted by Seller pursuant to the Flow-down Clauses; (ii) its security and data protection procedures as required below; and (iii) its quality, counterfeit detection and avoidance, testing and inspection procedures as required below. Seller shall allow Buyer and Buyer's customer to reasonably review Seller's compliance with the applicable FAR and DFARS provisions below, upon request.

5. The Flow-down Clauses are incorporated by reference, with the same force and effect as if they were given full text. These FAR/DFARS provisions are accessible at <https://www.acquisition.gov>. The clauses apply to this Purchase Order in accordance with the regulatory language of prescription in the controlling FAR part or clause, such as limiting the applicability to particular types of subcontracts, subcontracts exceeding certain thresholds in monetary value, the location of performance or the size status of Seller. Notwithstanding the foregoing, the Flow-down Clauses listed below apply to this Purchase Order, regardless of whether they are expressly mandated for flow-down, since Buyer may in its discretion incorporate clauses which it deems appropriate.
6. The clauses listed below may require the submission of certifications and representations. Seller shall furnish any certification or representation required under these Flow-down Clauses. Failure to provide a certification or representation by Seller shall be interpreted to mean that Seller complies with the Flow-down Clause in the most restrictive sense of performance, in favor of Buyer.
7. All FAR 52.227/DFARS 252.227 terms on intellectual property are as defined in FAR 27 or DFARS 227 or applicable agency regulations. Seller acknowledges and agrees that any rights in technical data and computer software to be granted to the US Government will be determined in accordance with the provisions set forth herein under FAR Part 27 and DFARS Part 227 based upon the specific technical data and computer software purchased and/or delivered under this Purchase Order and the assertions of restrictions on use, release or disclosure of Seller's intellectual property that are provided to Buyer for delivery to the US Government, in order to fulfill Buyer's obligations under its contract with its customer. Under any referenced FAR 52.227 or DFARS 252.227 provision below, the rights granted are vested in the US Government, except that Seller grants Buyer an irrevocable, nonexclusive royalty-free worldwide license to sell and use Seller's technical data and computer software delivered in the performance of this Purchase Order, to the extent needed to fulfill Buyer's obligations under its or its customer's US Government contract or subcontract pursuant to which this Purchase Order is issued. Seller shall identify and assert prior to accepting this Purchase Order any of Seller's rights in technical data and software delivered with other than unlimited rights as required by the applicable FAR or DFARS provision, and all technical data and software submissions shall be to Buyer. To the extent there are any conflicts between this Section and Buyer's Standard Purchase Terms and Conditions, the applicable FAR 52.227/DFARS 252.227 provisions below shall prevail. Nothing in this provision shall restrict the rights of the US Government in the intellectual property it owns or has a right to use.
8. Except as otherwise provided in this Section, whenever necessary to make the context of the clauses applicable to this Purchase Order, the term "Contractor" shall mean Seller, the term "Contract" shall mean this Purchase Order, the term "Government," "Contracting Officer," and equivalent phrases shall mean Buyer, except that the terms "Government" and "Contracting Officer" shall not change in the Government Property, patent, intellectual property or data rights clauses incorporated herein, or when a right, act, authorization or obligation can be granted or performed only by the US Government or the Contracting Officer or a duly authorized representative, in which case Seller grants Buyer such additional rights as are needed to perform such clause under Buyer's contract with its customer. These FAR and DFARS clauses apply to Seller in a manner which reflects the position of Seller as a subcontractor to Buyer, to ensure Seller's obligations to Buyer and to the US Government and to enable Buyer to meet its obligations under its contract or subcontract with Buyer's customer.
9. For all performance by Seller in the United States: Equal Employment Opportunity and Non-Discrimination: Buyer is a US government contractor and is subject to the requirements of Executive Order 11246, Section 503 of the Rehabilitation Assistance Act and the Vietnam Era Veterans'



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Readjustment Assistance Act. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations are as follows: Seller shall abide by the requirements of all applicable Equal Opportunity Clauses including but not limited to 41 CFR 60-1.4(a), 60-20, 60-250.5, 60-300.5(a) and 60- 741.5(a) and all applicable executive orders, including Executive Order 11246, as amended. 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, sexual stereotypes, gender identification or transgender status, pregnancy, childbirth or related conditions, or national origin. Moreover, these regulations and clauses require that covered US Government contractors or subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, sexual stereotypes, gender identification or transgender status, pregnancy, childbirth or related conditions, national origin, protected veteran status or disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay; fringe benefits or other forms of compensation; and selection for training, including apprenticeship. Seller agrees to post in conspicuous places, available to employees and applicants for employment, required notices setting forth the provisions of this nondiscrimination clause.

By accepting this Purchase Order, Seller certifies and warrants that the representations and certifications submitted to Buyer previously or with Seller's quote/proposal for this Purchase Order (as applicable) remain valid from the date of submission until the conclusion of this Purchase Order. Seller agrees to provide immediate written notice to Buyer if any of Seller's certifications and representations change at any time from the date of Seller's acceptance of this Purchase Order through Seller's performance and closeout of this Purchase Order; such notice shall not constitute a waiver of Seller's obligations to perform as previously certified.

If this is a DPAS-rated Purchase Order, Seller is required to follow all the provisions of the Defense Priorities and Allocation System Regulation 15 CFR 700 unless an exemption applies.

NO WORK PERFORMED UNDER THIS PURCHASE ORDER WILL BE PERFORMED IN A US FACILITY WHICH IS IN VIOLATION OF THE STANDARDS, ORDERS OR REGULATIONS ISSUED PURSUANT TO THE CLEAN AIR ACT (42 U.S.C. 7401 ET SEQ) OR THE FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED (33 U.S.C. 1251 ET SEQ).

BY ACCEPTANCE OF THIS PURCHASE ORDER, SELLER CERTIFIES THAT NEITHER SELLER NOR ITS PRINCIPALS ARE DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT BY THE US FEDERAL GOVERNMENT.

B. Flow Down Clauses

The following flow down clauses apply to this Purchase Order. The definitions of FAR 2-101 shall apply to these clauses, including to determinations on whether a product is a commercial item. All currency referenced is in US dollars.

All Orders

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- 52.203-10 Price or Fee Adjustment for Illegal Activity
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- 52.204-2 Security Requirements
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All Orders of \$25,000 or Greater (Greater than \$30,000 if Prime Contract dated on or after September 28, 2006)

52.209-6 Protecting the Government's Contractors Debarred Suspended, or Proposed for Debarment

All Orders of \$50,000 or Greater

52.211-15 Defense Priority and Allocation Requirements

All Orders of \$100,000 or Greater

52.203-5 Covenant Against Contingent Fees
52.203-6 Restrictions on Subcontractor Sales to the Government
52.203-7 Anti-Kickback Procedures
52.203-8 Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity
52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transaction
52.203-12 Limitation on Payments to Influence Certain Federal Transactions
52.203-16 Preventing Personal Conflicts of Interest
52.215-2 Audit and Records – Negotiation
52.215-14 Integrity of Unit Prices
52.215-22 Limitations on Pass-Through Charges-Identification of Subcontract Effort
52.215-23 Limitations on Pass-Through Charges
52.219-8 Utilization of Small Business Concerns
52.222-4 Contract Work Hours and Safety Standards -Overtime Compensation
52.222-35 Equal Opportunity for Veterans
52.222-37 Employment Reports on Veterans
52.223-14 Acquisition of EPEAT®-Registered Televisions
52.248-1 Value Engineering
252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies.
252.225-7012 Preference for Certain Domestic Commodities
252.249-7002 Notification of Anticipated Contract Termination or Reduction
252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

All Orders of \$500,000 or Greater (\$550,000 or Greater if Prime Contract dated on or after September 28, 2006)

52.219-9 Small Business Subcontracting Plan
252.219-7003 Small Business Subcontracting Plan (DoD Contracts)

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