


Title:	Terms, Conditions and Quality Clauses of Purchases		
	Document	Form 0143	
	Revision:	04-15-2024	

General Purchase Order Terms and Conditions

- A. **CONTRACT:** These Purchase Order Terms and Conditions, the purchase order, the product supply agreement (if any) together with any exhibits and/or schedules to such documents and expressly incorporated herein by reference, constitutes the entire agreement between the parties (herein the "Contract"). No change or modification of or deletion to the Contract shall be affected by any acknowledgement, quotation, offer or other document containing additional or different terms or conditions submitted by Seller whether prior to, on the date of or after the date of this Contract. Neither party shall claim any modification, amendment or release from any of the terms or conditions contained herein except by written agreement signed by Seller and an authorized representative of Renegade Materials Corporation. (herein "Renegade"). Seller's shipment of any of the goods, materials, equipment (collectively "Goods") or performance of any of the services ("Services"), covered by this Contract, or Seller's receipt of any payment made pursuant to this Contract, constitute Seller's acceptance of said Contract (including these Purchase Order Terms and Conditions) as fully as if Seller had accepted them in writing.


- B. **CHANGES:** Renegade shall have the right at any time prior to the delivery date of the Goods or performance of the Services to make changes in drawings, designs, specifications, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, or otherwise affects any other provision of this Contract, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.

- C. **WARRANTY:** Seller warrants that the Goods will be merchantable, be free from all defects of material and workmanship, and conform to the description on the purchase order, supply agreement or otherwise provided by Renegade to Seller; that Seller will convey good title thereto; and that the Goods will be delivered free from any security interest or other lien or encumbrance. If Seller is responsible for the design of the Goods, Seller warrants that the Goods will be suitable for use by Renegade. Renegade's written approval of the designs furnished by Seller will not relieve Seller of its obligations under this warranty and Seller waives all defenses of reliance. Seller's warranty shall remain in effect for twelve (12) months from the date of Renegade's acceptance at start-up, or twenty-four (24) months after receipt by Renegade, whichever occurs first. In the event of a breach of this warranty, in addition to the Remedies set forth in Section J, Seller shall repair and/or replace the defective Goods or Services at no cost to Renegade and shall warrant any repair and/or replacement for a period of one (1) year thereafter, or the original warranty period, whichever is later. Seller shall be liable for all damages resulting from a breach of these or any other express or implied warranties or any other term or condition of this Contract including, but not limited to, loss of production or other special, incidental or consequential damages. Such remedies shall be in addition to all other remedies provided by law.


- D. **PATENTS:** Seller shall indemnify, defend and hold Renegade harmless from and against any and all liabilities, expenses (including attorney's fees), claims or suits based upon actual or alleged infringement of any patent, copyright, trademark, license or similar right resulting from the furnishing of Goods or Services hereunder (except where the Goods have been furnished according to Renegade's design). In the event Goods or Services are held to be infringing, Seller shall, at its own expense and at Renegade's option, either procure for Renegade the right to continue using said Goods or Services, or replace or modify them so that they become non-infringing, or refund in full the purchase price paid therefore by Renegade; provided that any replacement shall be of equivalent quality and that any replacement or modification shall not adversely affect performance of the Goods or the plant in which the Goods are used or operated or have been installed or on which the Services have been performed.

- E. **TITLE:** Renegade shall at all times have title to all drawings, specifications and other documents supplied or prepared by Renegade and/or Seller in connection with the furnishing of Goods or Services hereunder and Seller shall hold in confidence and use the same only to the extent necessary for execution of the Contract and shall, upon Renegade's request, promptly furnish to Renegade all copies of the same. Seller shall not release for publication or advertising any information concerning this Contract, its existence, or the project for which it is given except with Renegade's prior written consent.

- F. **TAXES:** Unless expressly agreed by Renegade in writing, all taxes on the production, delivery or sale of the Goods are included in the stated price and shall be paid by the Seller.

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- G. **CANCELLATION:** Without prejudice to any other rights or remedies, Renegade may cancel this Contract in whole or in part if the Goods are defective or not delivered to Renegade as scheduled, or if Seller makes an assignment for the benefit of creditors, a receiver for Seller is appointed or proceedings in bankruptcy or corporation reorganization under the U.S. Bankruptcy Code or state reorganization laws are filed by or against Seller, or if Seller fails to comply with any of the terms or conditions of the Contract. Renegade reserves the right to cancel the Contract for convenience, in which event Renegade will pay Seller's verified claims for: (a) previously delivered Goods conforming to the purchase order; (b) undelivered finished Goods conforming to the purchase order and produced in accordance with Renegade's delivery or release schedules; and (c) actual costs incurred for work-in-process and raw materials ordered in accordance with Renegade's release schedules which Seller cannot use to produce Goods for itself or other customers.
- H. **DELIVERY:** Each shipment shall be made at Seller's risk and expense, and Renegade assumes no liability for loss of, or damage to, material prior to delivery. Deliveries must be made in the quantities and at the time specified in the purchase order. Time is of the essence for Seller's performance of all of its obligations under this Contract. Goods delivered in excess of amount called for in this Contract may be refused by Renegade and returned at Seller's expense. Any merchandise put in the process of manufacture or shipped prior to receipt of Renegade's written confirmation on this form is made and shipped at Seller's risk; Renegade will incur no responsibility resulting from such action.
- I. **ON-SITE SERVICES:** In the event it becomes necessary for Seller to go on Renegade's property in connection with the subject matter of this purchase order, product supply or service supply agreement, Seller shall indemnify and save Renegade harmless against any suit, action, reasonable attorney's fees for or on account of personal injury or death of any person including workmen, or damage to any property which may arise from the work or operations whether caused by Seller or any subcontractor of Seller or by anyone directly or indirectly employed by or doing work for them while on Renegade's premises, Seller's workers will adhere to all of Renegade's policies, rules and safety regulations and Seller will cause Seller's worker's to sign forms required for Renegade's confidentiality, security and administrative reasons.
- J. **REMEDIES:** Seller will pay or reimburse to Renegade all damages, losses, expenses, out of pocket costs, penalties and administrative costs and any other charges which Renegade incurs arising from or in connection with: (a) any nonconforming or defective Goods; (b) any products which incorporates any nonconforming or defective Goods which Renegade sells to any customer, including repair or replacement of any incorporating product; (c) Renegade's inability to meet delivery schedules or requirements; and (d) Seller's failure to comply with each and every term of this Contract. Upon request of Renegade, Seller will assign any warranty or indemnity rights that Seller has in place with Seller's suppliers and/or manufacturers. The remedies provided in this Contract are cumulative and additional to any remedies provided at law or in equity.
- K. **INDEMNIFICATION:** Seller will indemnify, defend and hold Renegade and its affiliates, and such entities' officers, directors, employees and customers (collectively "Indemnified Parties") harmless from any and all demands, claims (including claims for bodily injury and/or death), damages, actions, judgments, fines, penalties, losses, expenses, costs (including reasonable attorney fees, and court costs), and fees (including import and export customs fees) which may be asserted against any one or more of the Indemnified Parties or for which any one or more of the Indemnified Parties might become liable as a result of: (a) any negligent or willful act or omission of Seller, its employees, agents or subcontractors; (b) Seller's performance or nonperformance under this Agreement; (c) defective Goods; (d) Seller's failure to affix required safety warnings to the Goods or to provide adequate use instructions; (e) the Indemnified Party's use of the Goods and (f) actual or alleged infringement of, or inducement to infringe, any patent, trademark, copyright, mask work or other intellectual property right by reason of the manufacture, use, offer for sale, sale, or importation of the Goods. This paragraph shall not obligate Seller to indemnify the Indemnified Parties for injuries or damages caused solely by the negligence of the Indemnified Party.
- L. **CONFIDENTIAL INFORMATION:** Seller understands that Renegade considers all information delivered to Seller by Renegade and Renegade's affiliates, in any form, to be confidential and proprietary ("Confidential Information"). All Confidential Information, which includes but is not limited to intellectual property, remains the property of

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Renegade, and must be returned to Renegade (or destroyed with written confirmation of destruction) promptly upon Renegade's request. Seller agrees to maintain the confidentiality of such information indefinitely unless such information: (a) is or becomes public knowledge other than through the unauthorized disclosure by Seller; (b) is received legally without restriction on disclosure from a third party who has the right to make such disclosure; or (c) is required to be disclosed to comply with a judicial order or decree. Confidential Information may only be used by those employees of Seller who have a need to receive it in order to fulfill Seller's obligations under this Contract. Seller is prohibited from filing a patent application based on Confidential Information. Seller is responsible for any disclosure of Confidential Information by its employees.

M. **INSURANCE:** Before going on Renegade's property, Seller may be requested to furnish Renegade with a certificate evidencing that Seller carries Workmen's Compensation Insurance and general public liability insurance in the limits of not less than those listed below, and limits should be effective with an AM Best "A rated" Insurance Company:


- \$1,000,000 (occurrence-basis) General Liability coverage, including Products Liability / Completed Operations, with policy aggregate limits of \$2,000,000. Renegade should be named additional insured with a Waiver of Subrogation clause.
- \$1,000,000 Automobile Liability coverage CSL. (Combined Single Limit).
- Statutory Worker's Compensation coverage with \$500,000 Employers Liability. A Waiver of Subrogation clause should apply to this coverage.
- \$5,000,000 Umbrella Liability coverage.
- For the Construction Services Contract: \$2,000,000 Professional Liability and Pollution Liability (may vary depending on types of services performed).

If requested, the Seller must provide a Certificate of Insurance to Renegade, and, at least thirty (30) days prior to the expiration of such policies, furnish evidence of policy renewal via a current Certificate of Insurance. Renegade may also request to obtain certified copies of the actual insurance policies if considered necessary.

N. **COMPLIANCE WITH LAWS:** Seller agrees to comply fully with every federal, state, and local statute, law, regulation or government directive which directly or indirectly regulates or affects the Goods or Services herein purchased, and to indemnify and save Renegade harmless from and against any liabilities, expenses (including attorney's fees), fines, penalties or losses resulting from Seller's failure to do so. In accordance with the foregoing provision, but not by way of limitation, Seller agrees that, if this Contract is construed to be a subcontract within the meaning of the Rules and Regulations approved by the United States Secretary of Labor pursuant to Executive Order 11246, as amended, the Vietnam Era Veterans Readjustment Act of 1974, or the Rehabilitation Act of 1973, or of the Regulations issued pursuant to Executive Order 1625, the provisions of the applicable Regulations as well as the Equal Opportunity and Nondiscrimination provision of Section 202 of Executive Order 11246 and Fair Labor Standards Act of 1938 and shall be incorporated herein by reference and shall be binding upon Seller as part of these terms and conditions. Further, Seller represents and warrants that all Goods and Services covered by this Contract meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (PL 91-596) and its regulations as amended. Seller warrants that each and every chemical substance sold or otherwise transferred by Seller to Renegade as of the time of such sale or transfer, is if applicable, on the list of chemical substances compiled and published by the Administrator of the EPA pursuant to the Toxic Substances Control Act, (PL94-496).

O. **NON-ASSIGNMENT:** This Contract or any payment due hereunder shall not be assigned by Seller in whole or in part without the prior written consent of Renegade.

P. **APPLICABLE LAWS:** This Contract shall be interpreted and governed according to the laws of the State of Ohio, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction. Seller agrees that any disputes will be resolved in the Southern District of Ohio US District Court, located in Dayton, OH. The parties also agree that a final judgment in any such action will be conclusive and may be enforced in other jurisdictions by suit or in any other manner provided by law.

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- Q. **INSPECTION:** The Goods are subject to Renegade’s inspection and approval within a reasonable time after delivery. Renegade, without prejudice to any other rights or remedies, shall have the right to reject defective product and, at Seller’s expense, return it to Seller or dispose of it according to Seller’s instructions.
- R. **MISCELLANEOUS:** All of these Terms, including without limitation, those relating to safety, regulatory compliance, warranty, insurance, indemnification and confidentiality, will survive an Order’s end and be fully enforceable thereafter to the fullest extent necessary to protect the Party in whose favor they run. A Party’s failure(s) to insist on strict performance, or to exercise its rights, under an Order, does not waive subsequent compliance with that Order. All of Renegade’s rights and remedies under an Order are cumulative, and in addition to any other rights and remedies provided at law or equity. Seller may not assign an Order or any of its rights or obligations under an Order, including without limitation, any subcontracting (“Assignment”), without Renegade’s prior written consent. No purported assignment by Seller is binding on Renegade without Renegade’s consent. No Renegade consent to a Seller assignment relieves Seller of any obligations under an Order, and Seller will ensure that any full assignee assumes all of Seller’s obligations under these Terms and that any subcontractor is bound by terms as stringent as these Terms.

Quality Clauses

Definitions

External Provider, Supplier and Seller – used interchangeably to mean “Seller”

Purchaser, Buyer, Customer – used interchangeably to mean “Renegade Materials Corp”

Goods – the products, materials or services to be supplied on this order

1 - Supplier’s Contribution to Product and Service Conformity:

The intended use of the Goods purchased from your company is for the manufacturing of advanced composite prepreg and adhesive materials sold to military and commercial aviation OEMs and part fabricators for applications in aircraft and engine structures. Supplier shall ensure their employees are aware of their critical contribution to product and service conformity to the requirements of the specification(s) on this order.

2 - Supplier’s Contribution to Product Safety:


Supplier shall ensure their employees are aware their products and services are critical to the performance of Renegade Materials’ products, and that our expectations include integrity and accuracy in business practices, testing, reporting and certification.

3 - Supplier’s Business and Product Continuity and Obsolescence:

Once approved for use by Renegade Materials, all Suppliers must utilize effective procedures to control its own supply chain to prevent the discontinuation, change or obsolescence of the Goods being purchased. By acceptance of this Purchase Order, Supplier certifies appropriate systems are in place to ensure your company and your suppliers have the facilities, raw materials availability and resources to ensure un-interrupted supply of Goods to Renegade Materials, for minimum of 12-months. Supplier agrees to provide written notification of any risks or changes to the supply, no less than six (6) months prior to impacting availability and allow Renegade Materials to build inventory, and further, to support Renegade Materials’ effort to qualify any changes to your process/raw materials. Renegade Materials shall request annual Supplier verification and certification of compliance with this clause.

4 - Prevention of Counterfeit/Fraudulent Materials and/or Documentation:

Supplier must utilize effective procedures and training of the appropriate persons to prevent counterfeit or fraudulent materials and/or documentation from being delivered to Renegade Materials.

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5 - Right of Access

With reasonable cause, in support of a quality investigation, Supplier must grant the Buyer, its customer and/or government or regulatory authority reserves the right of access to Supplier's premises to review the applicable areas and related documents to verify any sub-tier products or processes conform to the requirements of this purchase order. This does not include Supplier's pricing or costs.

6 - No Changes to Qualified Sources, Materials, Methods and Facilities

Seller certifies that the raw materials and sources thereof, the manufacturing process and the manufacturing location for the Goods purchased to the referenced material specification have not changed from those originally qualified for use by Renegade Materials. Supplier must notify Renegade Materials of any changes in product, including raw materials, sub-tier suppliers, facilities or processes, and obtain written authorization from Renegade Materials prior to manufacturing Goods.

7 - Quality Management System (QMS)

The Seller must maintain a documented quality system to address at a minimum: Contract Review, Control of Counterfeit/Fraudulent Material, Receiving and Final Inspection, Calibration of measuring and monitoring equipment (except distributors), Control of nonconforming product, and Corrective Action.

Seller's Quality Management System must ensure all personnel training include awareness of their contribution to product or service conformity, product safety, and the importance of ethical behavior. The current status of the external provider's third-party certification to ISO9001 and/or AS9100 is verified annually by Renegade Materials, to ensure continued reliability and performance as an external provider.

8 - Ensuring the External Provider's Awareness of their Contribution to Product or Service Conformity, Product Safety, and the Importance of Ethical Behavior:

As a supplier of Goods to prime and sub-contractors of aviation products, it is imperative all external providers to Renegade Materials exercise ethical behavior in every facet of providing materials (accuracy of test reports, on-time delivery, proper packaging for material protection etc.)

9 - Part Identification

Package labels shall identify contents with Part Number, Product Description, Lot Number, and Hazardous Warnings, as applicable.

10 - Date-Sensitive Materials

Unless otherwise approved by the Purchaser, materials shall be delivered to Buyer with no less than 75% of the shelf-life remaining before expiration.


11 - Certification of Conformance

Seller shall provide a certification of conformance to purchase order requirements and the applicable material specification and revision for each lot/batch delivered. Certifications must be signed by an authorized seller's quality representative and shall include date of manufacture, shelf-life expiration and storage temperature/conditions.

12 - Certificate of Analysis

Seller shall provide certification and test report of chemical, physical, and/or analytical test results, as applicable, in accordance with the applicable material specification for each lot/batch delivered.

Certification of Analysis and/or Test Reports by the Original Manufacturer is required with each shipment, unless otherwise indicated on the Purchase Order. For woven fabrics, both weaving and OEM fiber/yarn certifications are required with each shipment.

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13 - Corrective Action

Supplier agrees to notify Renegade Materials of any non-conforming product and must obtain written consent to ship from the Buyer prior to shipping nonconforming material. If non-conforming/discrepant material is received by the Buyer, the Seller will immediately conduct an investigation and containment action. The Seller will provide to the Buyer within stated timeframes, a written report which is specific and conclusive to prevent a recurrence of the discrepancy, and to include the following information:

Containment: Action taken to understand the magnitude of the issue (within 3-days)

Interim Action: Action taken to correct the non-conformity (within 3-days)

Root Cause: Determination of the cause(s) of the nonconformity (within 30-days)

Corrective Action: Solutions, process improvements, and error-proofing to eliminate the recurrence (within 30-days)

14 - Request for Deviation/Waiver

Seller shall not ship non-conforming items without Buyer’s express written authorization. Seller shall request in writing, Buyer’s disposition(s) for nonconforming item(s) prior to shipment. Items determined to be unacceptable by Buyer shall be permanently identified by Seller, to preclude use or shipment to Buyer.

15 - Record Retention

Seller’s Quality/Inspection Records shall be retained for a period not less than 10 years after completion of purchase order. Renegade Materials must be contacted in writing, prior to disposal to confirm authorization for and method of disposal.

16 - Distributor Material Certification Traceability

Distributors must provide certifications and test reports with traceability from the original manufacturer to the distributor and from the distributor to the Buyer.

17 - Source Inspection

If Source Inspection is required as specified on the Purchase Order, the Seller shall notify Buyer no less than ten (10) days prior to manufacturing product, to allow sufficient time for travel to Seller’s manufacturing site.

18 - External Calibration Provider

Seller shall furnish certificate of calibration traceable to NIST standards. If required, test data based on the condition of equipment “as found/received” and “after calibration” shall be provided.

19 - Distributors:


The current status of the external provider’s third-party certification to ISO9001 and/or AS9120 is verified annually by Renegade Materials, to ensure continued reliability and performance as an external provider.

Packaging: Whenever practical the material should remain unopened; in the OEM packaging.

Transportation and Storage: The recommended climate controls for the material should be maintained at all times during shipment. Unless otherwise directed by the Purchaser, if material is shipped frozen or refrigerated, a digital temperature monitoring device shall be placed within the packaging to track temperature of the material during transit from point of shipment through delivery.

20 - Work Transfer / Subcontracting

The Supplier shall not subcontract or transfer any work to be conducted in the completion of this purchase order, without prior written authorization from Renegade Materials.

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21 - Sub-Tier Flow-Down Requirements

Supplier agrees to “Flow-Down” to their sub-tier suppliers the applicable requirements of this purchase order, and acknowledges the terms of this order may be requirements of Renegade Materials’ customer/end-user of the product, and Seller shall, upon request, provide evidence of systems in place to control their supply chain by "flow-down" of the requirements of this order, as required, to their own suppliers / subcontractors.

22 - Supplier Rating

Supplier On-Time Delivery and Quality Rating System will be utilized by Purchaser. Our expectation is 100% OTD and 100% compliance with order requirements including documentation/packaging.

23 – FAR and DFAR Clauses

The information in parentheses below is provided for informational purposes and to assist in determining applicability. The full text of a clause may be accessed electronically at <http://www.acq.osd.mil/dpap/>.

24 - Foreign Object Debris (FOD) Prevention:

The Supplier shall conduct production processes appropriate to prevent, detect, and remove all FOD from goods during manufacture and provide goods clean and free of all FOD prior to shipment to the Customer. FOD contamination will be cause for rejection of goods.

52.202-1 DEFINITIONS

52.203-3 GRATUITIES (Applies when the Order exceeds the Simplified Acquisition Threshold (“SAT”))

52.203-5 COVENANT AGAINST CONTINGENT FEES (Applies when the Order exceeds the SAT)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Applies when the Order exceeds the SAT)

52.203-7 ANTI-KICKBACK PROCEDURES (Applies when the Order exceeds the SAT)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (Applies when the Order exceeds the SAT)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Applies when the Order exceeds \$150,000)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applies when the Order exceeds \$6,000,000 and the period of performance exceeds 120 days)

52.203-14 DISPLAY OF HOTLINE POSTER(S) (Applies when the Order exceeds \$6,000,000)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS


52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS

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


52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Note: Seller agrees to timely provide information requested by Purchaser pursuant to this clause, and acknowledges that such information will be made publicly available)

52.204-21 BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES

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- 52.204-25** PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Seller shall also send to Purchaser all required notifications to the U.S. Government)
- 52.209-6** PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Applies when the Order exceeds \$35,000)
- 52.211-5** MATERIAL REQUIREMENTS (Applies to supplies that are not commercial products)
- 52.211-15** DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (Applies when the Order is rated)
- 52.212-4** CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (Applies when Purchaser has notified Seller in writing that the Goods or Services are a commercial item as defined in 2.101; Note: only paragraph (I) applies)
- 52.219-8** UTILIZATION OF SMALL BUSINESS CONCERNS (Applies when the Order exceeds the SAT)
- 52.219-9** SMALL BUSINESS CONTRACTING PLAN (Applies when the Order exceeds \$750,000 – Upon Request ONLY)
- 52.222-4** CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (Applies when the Order exceeds \$150,000 and may require or involve the employment of laborers or mechanics)
- 52.222-19** CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES
- 52.222-20** CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (Applies when the Order exceeds \$15,000)
- 52.222-21** PROHIBITION OF SEGREGATED FACILITIES (Applies when 52.222-26 is applicable)
- 52.222-26** EQUAL OPPORTUNITY (Applies when the Order exceeds \$10,000 unless an exemption applies)
- 52.222-35** EQUAL OPPORTUNITY FOR VETERANS (Applies when the Order exceeds \$150,000)
- 52.222-36** AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Applies when the Order exceeds \$15,000)
- 52.222-37** EMPLOYMENT REPORTS ON VETERANS (Applies when the Order exceeds \$150,000)
- 52.222-40** NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Applies when the Order exceeds \$10,000)
- 52.222-50** COMBATTING TRAFFICKING IN PERSONS (Paragraph (h) Compliance Plan, applies to any portion of the contract that: (i) is for supplies, other than commercially available off-the-shelf 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. The Seller shall also report the information required in paragraph (d)(1-2) to Purchaser.)
- 52.222-54** EMPLOYMENT ELIGIBILITY VERIFICATION (Applies when the Order is for Services)
- 52.222-55** MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (Applies when 52.222-41 is applicable; Seller shall indemnify Purchaser in the event Purchaser is held liable under paragraph (j))
- 52.222-56** CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (Applies if it is possible that at least \$500,000 of the value of the contract may be performed outside the United States and the acquisition is not entirely for commercially available off-the-shelf items)
- 52.222-62** PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706
- 52.223-3** HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (Applies when Seller is delivering hazardous materials)
- 52.223-18** ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
- 52.225-1** BUY-AMERICAN ACT-SUPPLIES
- 52.225-2** BUY AMERICAN ACT CERTIFICATE (Applies when 52.225-1 applies)
- 52.225-5** TRADE AGREEMENTS
- 52.225-8** DUTY-FREE ENTRY (Applies when Goods will be imported into the Customs Territory of the United States)
- 52.225-13** RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
- 52.227-1** AUTHORIZATION AND CONSENT (Applies when the Order exceeds the SAT)
- 52.227-2** NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (Applies when the Order exceeds the SAT)
- 52.242-15** STOP-WORK ORDER
- 52.244-6** SUBCONTRACTS FOR COMMERCIAL ITEMS
- 52.247-63** PREFERENCE FOR U.S.-FLAG AIR CARRIERS (Applies when the Order involves international air transportation of personnel or property)

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52.247-641 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (Applies when Goods are to be shipped by ocean vessel unless exempted under paragraph (e)(4))

52.249-2 TERMINATION FOR CONVENIENCE (In paragraph (c) change “120 days” to “60 days,” and in paragraph (e) change “90 days” to “45 days”)

52.249-8 TERMINATION FOR DEFAULT (Applies in lieu of the Termination for Default clause in the body of this Agreement) (In paragraph (a)(2) change “10 days” to “7 days”)

IF AN ORDER IS PLACED UNDER A DEPARTMENT OF DEFENSE (DOD) CONTRACT, THE FOLLOWING DOD FAR SUPPLEMENT CLAUSES APPLY IN ADDITION TO (OR IN LIEU OF WHERE NOTED) THE FAR CLAUSES ABOVE:

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (Applies when the Order exceeds the SAT for Commercial Items)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (As referenced in FAR 52.203-13)

252.203-7004 DISPLAY OF HOTLINE POSTERS (Applies when the Order exceeds \$6,000,000 in lieu of FAR 52.203-14)

252.204-7000 DISCLOSURE OF INFORMATION

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (Applies when the Seller has Covered Defense Information resident on or transiting through Seller’s unclassified information systems. Seller shall also send to Purchaser all required notifications to the U.S. Government) **252.209-7004**

SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (Applies when the Order is for supplies, maintenance or repair services)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS

252.225-7013 DUTY-FREE ENTRY (Applies in lieu of 52.225-8)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (Applies when the Order is for commercial items and exceeds \$500,000)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA