

**PART I STANDARD TERMS AND CONDITIONS**

**PART II TERMS & CONDITIONS - GOVERNMENT CONTRACT CLAUSES**

# PART I

## STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS:** As used throughout this contract, the following terms shall have the meaning set forth below unless the context otherwise requires:
- (a) "This Contract" shall include this purchase order, the Standard Terms and Conditions (Attachment A) herein set forth and the supplemental sheets, schedules, specifications, exhibits, riders, regulations, laws or other matters as expressly incorporated herein by reference.
  - (b) "Buyer" means Spectra Technologies, an affiliate of AMTEC Corporation, a Wisconsin corporation.
  - (c) "Seller" means the other party to this contract.
  - (d) "Government" refers to the United States Government or any department or agency thereof.
  - (e) "Contracting Officer" refers to any duly appointed representative of the Government with the authority to enter into and administer contracts.
  - (f) "Prime Contract" refers to the contract in connection with which this contract is entered into and which is identified by the number hereon.
  - (g) "Articles", "Supplies" or "Services", as used either separately or severally, refer to the materials, goods, articles, products, supplies, parts, assemblies, technical data, drawings, specifications, services or other items constituting the subject matter to be furnished by the Seller to the Buyer under this contract.
  - (h) "Subcontracts" include purchase orders under this contract at any tier.
  - (i) "Materials" unless otherwise stated, shall include raw materials, purchased parts, work in-process and components.
  - (j) "Tools", unless otherwise stated, shall include tools, dies, machinery, jigs, fixtures, molds, patterns, taps, gauges and test equipment.
  - (k) "Destination" shall mean the destination for delivery of the articles, supplies, services or materials purchased under this contract, as specified on the face hereof.
  - (l) "Inspection" shall mean any visual examination, measurement of electrical or physical parameters or test of performance characteristics for assurance of product conformance to applicable specifications.
  - (m) "Order of Precedence" for the resolution of any conflict in inconsistency: The following
2. **ACCEPTANCE:** In the absence of written acceptance or acknowledgement of this contract, the commencement of performance on any portion of this contract or the shipment of any goods hereunder shall constitute acceptance.
3. **APPLICABLE LAW:** This contract shall be governed by and construed in accordance with the laws of the State of Arkansas (the applicable State corresponds with the Buyer's facility which originates the contract of which this ATTACHMENT A forms a part.)
4. **PRICING WARRANTY:** The Seller warrants that the prices charged for the goods covered by this order will be as low as the lowest prices charged by the Seller to any customers purchasing similar goods in the same or smaller quantities and under like circumstances.
5. **DELIVERY:** Deliveries are to be made in strict compliance with this contract and schedules provided hereunder, both as to time and quantity.
6. **RISK OF LOSS:** The Seller shall bear all risk of loss or damage to goods covered by this order until delivery of goods to the carrier, if transportation is FOB Origin, or until acceptance by the Buyer, if transportation is FOB Destination.
7. **INVOICING:** After each shipment made under this order, the Seller shall send a separate invoice, including item numbers, in triplicate, accompanied by a Bill of Lading or express receipt. Payment of the invoice shall not constitute acceptance of goods ordered and shall be subject to appropriate adjustment for failure of the Seller to meet the requirements of this order. The Buyer may set off any amount owed by the Seller or any of its affiliated companies to the Buyer against any amount owed by the Buyer to the Seller under this order.
8. **WARRANTY:** The Seller warrants that regardless of inspection and acceptance of the Buyer of articles furnished or supplied under this contract, such articles will: i) be free from defects in material and workmanship; ii) conform to applicable specifications and drawings; iii) be fit and sufficient for the purpose, if any, disclosed in this contract; iv) be produced in compliance with all applicable Federal and State laws and regulations and municipal ordinances and regulations; and v) to the extent such items are not manufactured pursuant to detailed designs furnished by the Buyer, the Seller warrants that all items will be free from defects in designs, and the Buyer's approval of the designs furnished by the Seller shall not relieve the Seller of its obligations under this warranty. The foregoing warranties are conditioned upon defects or non-conformances becoming apparent within one year of the delivery of any defective or non-conforming article to the ultimate user thereof, and the Seller's being given written notice of such defects. In addition to any other obligations imposed upon the Seller by this contract, the Seller agrees that the articles delivered hereunder shall be covered by the same warranties as the Seller customarily offers in connection with the sale of these articles on the commercial market, and in the event that differing warranties covering these articles

- are customarily offered to other purchasers by the Seller, it is agreed that such warranties shall apply to this contract as are available to the Seller's most favorable purchaser. All warranties under this contract shall run to the Buyer, its successors, assigns and customers.
9. **CHANGES:** The Buyer may at any time from time to time, by written order to the Seller and without notice to the sureties or assignees, make changes in any one or more of i) the method of shipment or packing, ii) the drawings, designs or specifications; and iii) the time and/or place of delivery. If such changes cause an performance of, the work under this contract, an equitable adjustment will be made and the contract modified in writing accordingly, provided the Seller notifies the Buyer of its claim for an adjustment within ten (10) days, and provides the Buyer with written information sufficient to justify the claimed adjustment within thirty (30) days from the date the Seller receives notification of the change, provided, however, that the Buyer, if it decides that the facts justify the action, may receive and act upon any such claim asserted at any time prior to final payment under the contract. Where the cost of property may obsolete as the result of a change included in the Seller's claim for an adjustment, schedules of termination inventory and all obsolescent claims arising out of such change shall be submitted, and the Buyer shall have the right to prescribe the manner of disposition of such property. Neither failure to agree on an adjustment nor anything contained in this clause shall relieve the Seller from proceeding without delay in the performance of this contract as changed.
10. **EXTRAS:** Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price thereof have been authorized in writing by the Buyer.
11. **PROPERTY RESPONSIBILITY:** Unless otherwise agreed to in writing, all tools, equipment or materials of every description furnished to the Seller by the Buyer, or specifically paid for by the Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of the Buyer, except that upon prior written notice to the Buyer, the Seller may use the property in the manufacture of end items for the direct sale to the United States Government to the extent that the United States Government has the right to authorize such use by the Seller, and provided that the Seller, to the extent practicable, prominently identifies such end item as being manufactured by the Seller for direct sale to the United States Government. Such property and, whenever practical, each individual item thereof, shall be plainly marked or otherwise adequately identified by the Seller as "Property of Buyer", and shall be safely stored separate and apart from the Seller's property. The Seller shall not substitute any property for the Buyer's property. Such property, while in the Seller's custody or control, shall be held at the Seller's expense in an amount equal to the replacement cost with loss payable to the Buyer. Except as stated above, such property shall be subject to removal at the Buyer's written request, in which event the Seller shall prepare each property for shipment and shall re-deliver it to the Buyer in the same condition as originally received by the Seller (reasonable wear and tear expected at Seller's expense).
12. **INSURANCE AND INDEMNIFICATION:** In the event the Seller, its employees, agents, Subcontractors and/or lower-tier Subcontractors enter the premises owned, occupied or used by the Buyer, either exclusively or jointly with others, in the performance of this contract, the Seller agrees that it will indemnify and hold harmless the Buyer, its officers and employees from any loss, cost, damage, expense or liability to the Seller, its agents, servants or employees, or any other persons, firms or corporations, by reason of property damage or personal injury of whatsoever nature or kind arising out of or in connection with such performance and occasioned in whole or in part by the actions or omissions of the Seller, its employees, agents, Subcontractors and lower-tier Subcontractors, and will maintain public liability, property damage and workmen's compensation insurance in reasonable limits covering the obligations set forth above.
13. **ASSIGNMENT:** The Seller may not assign this contract or any interest therein except as expressly authorized in writing by the Buyer.
14. **NON-WAIVER:** Failure of the Buyer to insist upon strict performance on any terms and conditions of this contract shall not be deemed a waiver of any rights or remedies that the Buyer shall have, and shall not be deemed a waiver of any subsequent default under this contract. Shipping or receiving of any article under this hereunder or of any obligation of the Seller to comply with any of the provisions thereof.
15. **SET-OFF:** The Buyer shall be entitled at all times to set-off any amount owed at any time from the Seller to the Buyer or any of the Buyer's affiliated companies against any amount payable at any time by the Buyer in connection with this order.
16. **PROPRIETARY INFORMATION:** All written information obtained by the Seller from the Buyer in accordance with this order and which is identified as proprietary by the Buyer shall be received in confidence and shall remain the property of the Buyer, and shall be used and disclosed by the Seller only to the extent necessary for the performance of this order, except that, upon prior written notice to the Buyer, the Seller may use such information in the manufacture of end items for direct sale to the United States Government to the extent that the Government has the right to authorize such use by Seller, and provided that the Seller, to the extent practicable, prominently identifies such end item as being manufactured by the Seller for direct sale to the United States Government.
17. **PATENT INDEMNITY:** i) The Seller shall report to the Buyer, promptly and in reasonable written detail, each notice of claim of patent infringement based upon the performance of this contract of which the Seller has knowledge; ii) The Seller agrees to indemnify and hold harmless the Buyer, its successors, assigns, customers and users of this product from and against all loss, damages, liability, claims, demands and suits of law or in equity, for or by reason of any actual or alleged infringement of any patent, trademark or corresponding right arising out of the manufacture, use sale or disposal of articles furnished under this contract, except where such articles would be normally non-infringing but are rendering infringing by the Seller's strict compliance with designs or specifications furnished by the Buyer; and iii) in the event of any claim or suit against the Buyer, its successors, assigns or customers on account of any claim or patent infringement arising out of the performance of this contract or out of the use of any articles or supplies furnished or work or services performed hereunder, the Seller, upon request, shall furnish to the Buyer, or such other persons as the Buyer

may direct, all evidence and information in possession of the Seller pertaining to such litigations.

18. DEFAULT:

- (a) The Buyer may, subject to the provisions of Paragraph (c) below, by written notice of default to the Seller, terminate the whole or any part of any order, hereunder in any one of the following circumstances.
  - (1) If the Seller fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; of
  - (2) If the Seller fails to perform any of the other provisions of this order or so fails to make progress as to endanger performance of this order in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten days (or such longer period as the Buyer may authorize in writing) after receipt of the notice from the Buyer specifying such failure.
- (b) In the event the Buyer terminates this order in whole or in part as provided in Paragraph (a) of this clause, the Buyer may procure, upon such terms and in such manner as the Buyer may deem appropriate, supplies or services similar to those so terminated, and the Seller shall be liable to the Buyer for any excess costs for such similar supplies or services, provided that the Seller shall continue the performance of this order to the extent not terminated under the provisions of this clause.
- (c) Except with respect to defaults of Subcontractors, the Seller shall not be liable for any excess costs if the failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Seller. Such causes may include, but are not restricted to, the acts of God or the public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Seller. If the failure to perform is caused by the default of a Subcontractor and if such default arises out of causes beyond the control of both the Seller and Subcontractor and without the fault or negligence of either of them, the Seller shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Seller to meet the required delivery schedule.
- (d) If any order is terminated as provided in Paragraph (a) of this clause, the Buyer, in addition to any rights provided in this

clause, may require the Seller to transfer title and deliver to the Buyer, in the manner and to the extent directed by the Buyer, any completed supplies and such partially completed supplies and materials, parts, tools, dies, jugs, fixtures, plans, drawings, information and contract rights (hereinafter called "manufacturing materials") as the Seller has specifically produced or specifically acquired for the performance of such part of this order as has been terminated and the Seller shall, upon direction of the Buyer, protect and preserve property in the possession of the Seller in which the Buyer has an interest. Payment for completed supplies delivered to and accepted by the Buyer and for the protection and preservation of property shall be in an amount agreed upon by the Seller and Buyer. Failure to agree to such an amount shall be a dispute concerning a question of fact within the meaning of the clause of this order entitled "Disputes". The Buyer may withhold from the amounts otherwise due the Seller for completed supplies or manufacturing materials such sum as the Buyer determines to be necessary to protect the Buyer against loss because of outstanding liens or claims of a former lienholder.

- (e) If, after notice of termination of any order under the provisions of this clause, it is determined for any reason that the Seller was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the order contains a clause providing for termination for convenience, be the same as if the notice of termination has been issued pursuant to such clause. If after notice of termination of this order under the provisions of this clause it is determined for any reason that the Seller was not in default under the provisions of this clause, and if this order does not contain a clause providing for termination for convenience, the order shall be equitably adjusted to compensate for such termination and the order modified accordingly. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this order entitled "Disputes".
- (f) The rights and remedies of the Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under any order.
- (g) As used in Paragraph (c) of this clause, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

19. TERMINATION:

- (a) By written notice, the Buyer may terminate, for the Buyer's convenience, all or any part of this order. In such event, the order price shall be equitable adjusted, provided that such adjustment shall not exceed the order total price nor allow any amount for

- anticipated profit for performance not rendered and provided that the Seller's written intent to file a claim for adjustment is received within 30 days of the effective date of termination. Any termination shall not relieve the Buyer or Seller of their respective obligations as to any not terminated portions of this order. Upon receipt of the termination notice, the Seller shall stop work to the extent specified in the notice and take such other action as the Buyer may direct.
- (b) The Buyer may at any time by written order to the Seller, require the Seller to stop all or any part of the work called for by this order for a period of 90 days after the written order is delivered to the Seller, and for such further period as the Buyer may desire not to exceed 180 days. An extension beyond 180 days must be by agreement of the parties. In the event the parties do not reach such an agreement, the Buyer will either:
- (1) Cancel the Stop Work Order; or
  - (2) Terminate the work covered by such order as provided in Paragraph (a) above or Article 18 above.
- (c) If the Stop Work Order issued under this clause is canceled or the period of the order or any extension thereof expires, the Seller shall resume work. An equitable adjustment shall be made in the delivery schedule or contract price or both, and the purchase order shall be modified in writing accordingly if:
- (1) The Stop Work Order results in an increase in the time required for or in the Seller's cost the performance of any part of this order.
  - (2) The Seller files a claim for such adjustment within 30 days after the end of the period of work stoppage; provided that if the Buyer decides the facts justify such action, it may receive and act upon any such claim filed at any time prior to final payment under this order.
- (d) If a Stop Work Order is not canceled and the work covered by such order is terminated for the convenience of the Buyer, the reasonable costs resulting from the Stop Work Order shall be allowed in arriving at the termination settlement.
20. **CESSATION OF PRODUCTION:** If production of goods covered by this order is to be permanently discontinued at any time within one year after final delivery under this order, the Seller shall give the Buyer at least 180 days prior written notice of such discontinuance, during which such time the Seller shall accept orders from the Buyer for a reasonable quantity of such goods.
21. **TAXES:** Unless otherwise specified, prices stated in this contract include all Federal, State or local taxes applicable to this contract or the sale accomplished hereunder.
22. **LABOR DISPUTES:** The Seller agrees that whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this contract, the Seller will immediately notify the Buyer of such disputes.
23. **NONDISCLOSURE OF INFORMATION:** The Seller shall not, without prior written consent of the Buyer; i) disclose any person to whom such information is not necessary in connection with performance of the contract; or ii) release any publicity or advertising concerning the contract or the supplies, except that upon prior written notice to the Buyer, the Seller may use the information in the manufacture of end items for direct sale to the United States Government to the extent that the United States Government has the right to authorize such use by the Seller, and provided to the extent practicable, prominently identifies such end item as being manufactured by the Seller for direct sale to the United States Government.
24. **COMPLIANCE WITH LAWS:** The Seller shall comply with, and upon the request of the Buyer or the Government, furnish Certificates of Compliance with all Federal, State and local laws, rules and regulations that may be applicable to this order.
25. **DISPUTES:**
- (a) Any dispute arising under this subcontract which is not settled by agreement of the parties or pursuant to the following paragraphs of this article shall be settled by the appropriate legal proceedings.
  - (b) Notwithstanding any provisions herein to the contrary, any decision of the Contracting Officer under the prime contract which binds the Buyer shall also bind the Buyer and Subcontractor to the extent it relates to this subcontract, provided, however, that should the Subcontractor disagree with such a decision of the Contracting Officer, and provided the Buyer shall have elected not to appeal such decision, the Subcontractor shall have the right to prosecute an appeal in the Buyer's name in accordance with the Disputes clause of the prime contract. Should the Buyer elect not to appeal any such decision, the Buyer agrees that it will so notify the Subcontractor within ten days after receipt of the Contracting Officer's decision and that it will assist the Subcontractor in the prosecution of its appeal in a reasonable manner. Should the Buyer elect to appeal any decision of the Contracting Officer, the Buyer agrees that it will furnish the Subcontractor a copy of its appeal. Pending the making of any decision pursuant to this article, the Subcontractor shall proceed diligently with performance under the subcontract.
  - (c) If any appeal or claim be prosecuted by the Buyer under this article, the Subcontractor shall be permitted to participate in such prosecution for the purpose of protecting the Subcontractor's interests. Should any appeal or claim be initiated by the Buyer at the Subcontractor's request, the Subcontractor agrees that it will assume the

burden of prosecuting such an appeal or claim. The parties agree that they will cooperate fully in assisting each other in any such proceedings. The Buyer agrees that it will not take any action which would prejudice the Subcontractor's rights under this article without the Subcontractor's consent. All costs and expenses incurred by the Subcontractor and Buyer in prosecuting any appeal or claim initiated by the Buyer at the Subcontractor's request shall be paid by the Subcontractor. The rights and obligations accruing to the Subcontractor and the Buyer under this article shall survive the completion of performance and final payment under this subcontract. Any decision upon appeal, if binding on the Buyer, shall be binding upon the Subcontractor.

- (d) Should any appeal or claim be denied or decided adversely to the Subcontractor's interest, and should the Subcontractor continue to disagree with the disputed decision, the Subcontractor shall have the benefit of any right which the Buyer may have to prosecute a suit in the name of the Buyer against the United States Government. Failure to use such right shall preclude the Subcontractor from objecting to the disputed decision. A final judgement in any suit shall be conclusive upon the Subcontractor and Buyer. The Buyer agrees to assist in the prosecution of any such suit in a reasonable manner. All costs of any such suit shall be paid by the Subcontractor without prejudice to any right the Subcontractor may otherwise have to recovery.
- (e) Notwithstanding any provision of this article, the Buyer shall have no liability to the Subcontractor for any cost, fee, claim, judgement or award unless the same is an allowable cost to the Buyer under the prime contract.

26. COMPLETE AGREEMENT: This order and any supplemental sheets and riders annexed hereto by the Buyer contains the complete and entire agreement between the parties as to the subject matter hereof, and replaces and supersedes any prior or contemporaneous communications, representations or agreements, whether oral or written, with respect to the subject matter. This order includes the Seller's EEP agreement with the Buyer (not applicable unless the order is over \$10,000).



**PART II**  
**TERMS & CONDITIONS**  
**GOVERNMENT CONTRACT CLAUSES**

**FAR & DFAR Clauses & Certifications**

- (a) Federal Acquisition Regulation Clauses: The following clauses which are incorporated by reference from the “Federal Acquisition Regulation” (FAR) shall apply to this contract, as indicated herein, but only if expressly included in the specific prime Government contract and to the extent indicated by value of this contract. Except as specifically stated herein, the FAR clauses hereby incorporated as part of this contract shall be interpreted by substituting “Buyer” for the “Government”, only in those specific areas wherein the FAR clauses requires by express regulatory language for the Prime Contractor to stand in the place of the U. S. Government or the Contracting Officer in subcontracts.
- b) Federal Acquisition Regulation Certifications: The following certifications which may be incorporated by reference from the “Federal Acquisition Regulation” (FAR) shall be provided under separate letterhead of Seller should they be requested, but only if expressly included in the specific prime Government contract and to the extent indicated by value of this contract:

| <b>REGULATION</b> | <b>TITLE</b>   | <b>DATE</b>          |
|-------------------|--|----------------------|
| 52.000-4002       | LEVEL 1 ANTI TERRORIST AWARENESS TRAINING REQUIREMENTS FOR CONTRACTOR EMPLOYEES (HS7040)                                 | OCT/2010             |
| 52.202-1          | DEFINITIONS  | JAN/2012             |
| 52.203-3          | GRATUITIES   | APR/1984             |
| 52.204-1          | APPROVAL OF CONTRACT   | DEC/1989             |
| 52.204-4          | CONTINGENT FEE REPRESENTATION AND AGREEMENT  | APR/1984             |
| 52.203-5          | COVENANT AGAINST CONTINGENT FEES   | APR/1984             |
| 52.203-6          | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  | SEP/2006             |
| 52.203-7          | ANTI-KICKBACK PROCEDURES   | OCT/2010             |
| 52.203-8          | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997             |
| 52.203-10         | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997             |
| 52.203-11         | CERTIFICATION AND DISCLOSURE REGARDING PAYMENT TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS                                 | APR/1991             |
| 52.203-12         | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS   | OCT/2010             |
| 52.203-13         | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT   | APR/2010             |
| 52.204-1          | APPROVAL OF CONTRACT   | DEC/1989             |
| 52.204-2          | SECURITY REQUIREMENTS  | APR/1984             |
| 52.204-4          | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER   | MAY/2011             |
| 52.204-9          | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER                   | JAN/2011<br>AUG/2012 |
| 52.204-10         | SUBCONTRACT AWARDS   |                      |
| 52.204-13         | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE  | JUL/2013             |
| 52.208-2          | JEWEL BEARING AND RELATED ITEMS CERTIFICATE  | APR/1984             |
| 52.209-3          | FIRST ARTICLE APPROBAL - - CONTRACTOR TESTING (SEPT/1989)  | JAN/1997             |
|                   | ALTERNATE JAN/1998   |                      |
| 52.209-5          | CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS                       | MAY/1989             |
|                   | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | DEC/2010             |

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| 52.209-9    | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS   | FEB/2012  |
| 52.209-10   | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS   | MAY/2012  |
| 52.209-4001 | FIRST ARTICLE TEST (CONTRACTOR TESTING) (ES6910)   | OCT/2010  |
| 52.209-4006 | DESIGN VERIFICATION (ES6915)   | OCT/2010  |
| 52.210-1    | MARKET RESEARCH  | APR/2011  |
| 52.210-5    | NEW MATERIAL   | APR/1984  |
| 52.210-7    | USED OR RECONDITIONED MATERIAL, RESIDUAL INVENTORY AND FORMER GOVERNMENT PROPERTY SUPRPLUS PROPERTY  | APR/1984  |
| 52.211-5    | MATERIAL REQUIREMENTS  | AUG/2000  |
| 52.211-15   | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | APR/2008  |
| 52.211-17   | DELIVERY OF EXCESS QUANTITIES  | SEPT/1999 |
| 52.212-8    | DEFENSE PRIORITY & ALLOCATION REQUIREMENTS [APPLICABLE ONLY IF THIS IS A RATED ORDER UNDER 15 CFR 700, ET SEQ.]  | SEPT/1990 |
| 52.215-1    | EXAMINATION OF RECORDS BY COMPTROLLER GENERAL [APPLICABLE ONLY IF CONTRACT EXCEEDS \$10,000]   | APR/1984  |
| 52.215-2    | AUDIT AND RECORDS--NEGOTIATIONS  | OCT/2010  |
| 52.215-6    | TYPE OF BUSINESS ORGANIZATION  | JUL/1987  |
| 52.215-8    | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT   | OCT/1997  |
| 52.215-11   | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-- MODIFICATIONS   | AUG/2011  |
| 52.215-12   | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA   | OCT/2010  |
| 52.215-13   | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA-- MODIFICATIONS   | OCT/2010  |
| 52.215-14   | INTEGRITY OF UNIT PRICES   | OCT/2010  |
| 52.215-15   | PENSION ADJUSTMENTS AND ASSET REVERSIONS   | OCT/2010  |
| 52.215-18   | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS   | JUL/2005  |
| 52.215-19   | NOTIFICATION OF OWNERSHIP CHANGES  | OCT/1997  |
| 52.215-21   | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS   | OCT/2010  |
| 52.216-19   | ORDER LIMITATIONS  | OCT/1995  |
| 52.216-22   | INDEFINITE QUANTITY  | OCT/1995  |
| 52.219-1    | SMALL BUSINESS CONCERN REPRESENTATION  | JAN/1991  |
| 52.219-2    | SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION  | FEB/1990  |
| 52.219-3    | WOMEN-OWNED SMALL BUSINESS REPRESENTATION  | APR/1984  |
| 52.219-6    | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE   | NOV/2011  |
| 52.219-8    | UTILIZATION OF SMALL BUSINESS CONCERNS   | JAN/2011  |
| 52.219-9    | SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN [APPLIES ONLY IF THIS CONTRACT EXCEEDS \$500,000 AND SELLER IS NOT A SMALL BUSINESS CONCERN] | JAN/1991  |
| 52.220-1    | PREFERENCE FOR LABOR SURPLUS AREA CONCERNS   | APR/1984  |
| 52.220-3    | UTILIZATION OF LABOR SURPLUS AREA CONCERNS [APPLICABLE ONLY IF CONTRACT EXCEEDS \$10,000]  | APR/1984  |
| 52.220-4    | LABOR SURPLUS AREA SUBCONTRACTING PROGRAM [APPLICABLE ONLY IF THIS CONTRACT EXCEEDS \$500,000]   | APR/1984  |
| 52.222-1    | NOTICE OF GOVERNMENT OF LABOR DISPUTES   | APR/1984) |
| 52.222-3    | CONVICT LABOR  | JUN/2003  |
| 52.222-4    | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION   |           |
| 52.222-19   | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES   | MAR/2012  |
| 52.222-20   | WALSH-HEALEY PUBLIC CONTRACTS ACT  | OCT/2010  |
| 52.222-21   | PROHIBITION OF SEGREGATED FACILITIES   | FEB/1999  |
| 52.222-22   | PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  | APR/1984  |
| 52.222-25   | AFFIRMATIVE ACTION COMPLIANCE  | APR/1984  |



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| 52.222-26   | EQUAL OPPORTUNITY  | MAR/2007 |
| 52.222-35   | EQUAL OPPORTUNITY FOR VETERANS   | SEP/2010 |
| 52.222-37   | EMPLOYMENT REPORTS ON VETERANS   | SEP/2010 |
| 52.222-40   | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT         | DEC/2010 |
| 52.222-50   | COMBATING TRAFFICKING IN PERSONS   | FEB/2009 |
| 52.222-54   | EMPLOYMENT ELIGIBILITY VERIFICATION  | JUL/2012 |
| 52.223-1    | CLEAN AIR AND WATER CERTIFICATION [APPLIES ONLY IF CONTRACT EXCEEDS \$100,000] | APR/1984 |
| 52.223-5    | CERTIFICATION REGARDING A DRUG FREE WORKPLACE                                  | JUL/1990 |
| 52.223-6    | DRUG-FREE WORKPLACE  | MAY/2001 |
| 52.223-18   | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING            | AUG/2011 |
| 52.223-4000 | PHYSICAL SECURITY STANDARDS FOR SENSITIVE ITEMS (AS7002)                       | OCT/2010 |
| 52.223-4001 | DISCLOSURE OF UNIT PRICE INFORMATION (AS7029)                                  | OCT/2010 |
| 52.223-4002 | SAFETY REQUIREMENT FOR HAZARDOUS ITEMS (HS7010)                                | OCT/2010 |
| 52.223-4003 | MATERIAL SAFETY DATA SHEETS (MSDA) (HS7013)                                    | OCT/2010 |
| 52.223-4005 | EXPLOSIVE MATERIAL HANDLING (CS7030)   |          |
| 52.225-12   | NOTICE OF RESTRICTION ON CONTRACTING WITH SANCTIONED PERSONS                   | APR/1991 |
| 52.225.13   | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES                                      | JUN/2008 |
| 52.227-1    | AUTHORIZATION AND CONSENT  | DEC/2007 |
| 52.227-2    | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT              | DEC/2007 |
| 52.227-10   | FILING OF PATENT APPLICATION – CLASIFIED SUBJECT MATTER                        | APR/1984 |
| 52.227-4000 | RIGHTS IN TECHNICAL DATA NON COMMERCIAL ITEMS (IS6045)                         | MAY/2012 |
| 52.222-36   | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES                               | OCT/2010 |
| 52.229-3    | FEDERAL, STATE, AND LOCAL TAXES  | APR/2003 |
| 52.230-6    | ADMINISTRATION OF COST ACCOUNTING STANDARDS                                    | JUN/2010 |
| 52.232-1    | PAYMENTS   | APR/1984 |
| 52.223-2    | CLEAN AIR AND WATER [APPLICABLE ONLY IF THIS CONTRACT EXCEEDS \$100,000]       | APR/1984 |
| 52.223-3    | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA                     | DEC/1989 |
| 52.225-10   | DUTY-FREE ENTRY  | APR/1984 |
| 52.225-11   | BUY AMERICAN ACT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS                 | APR/1991 |
| 52.227-14   | Rights in Data General   | Dec/2007 |
| 52.230-2    | COST ACCOUNTING STANDARDS  | MAY/2012 |
| 52.230-3    | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES                        | MAY/2012 |
| 52.232-8    | DISCOUNTS FOR PROMPT PAYMENT   | FEB/2002 |
| 52.232-11   | EXTRAS   | APR/1984 |
| 52.232-17   | INTEREST   | OCT/2010 |
| 52.232-23   | ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)                      | APR/1984 |
| 52.232-25   | PROMPT PAYMENT   | OCT/2008 |
| 52.232-33   | PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT              | JUL/2013 |
| 52.232-39   | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS                                   | JUN/2013 |
| 52.232-40   | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS                | DEC/2013 |
| 52.232-99   | PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS                 | AUG/2012 |
| 52.232-4002 | PAYMENT (GS7006)   | OCT/2010 |
| 52.233-1    | DISPUTES   | JUL/2002 |
| 52.233-3    | PROTEST AFTER AWARD  | AUG/1996 |

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| 52.233-4     | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM  | OCT/2004 |
| 52.242-13    | BANKRUPTCY   | JUL/1995 |
| 52.242-15    | STOP-WORK ORDER  | AUG/1989 |
| 52.242-17    | GOVERNMENT DELAY OF WORK   | APR/1984 |
| 52.242-4001  | POST AWARD CONFERENCE (HS6920)   | OCT/2010 |
| 52.243-1     | CHANGES--FIXED PRICE   | AUG/1987 |
| 52.243-7     | NOTIFICATION OF CHANGES  | APR/1984 |
| 52.244-5     | COMPETITION IN SUBCONTRACTING  | DEC/1996 |
| 52.244-6     | SUBCONTRACTS FOR COMMERCIAL ITEMS  | DEC/2010 |
| 52.245-1     | GOVERNMENT PROPERTY  | APR/2012 |
| 52.245-2     | GOVERNMENT PROPERTY – FIXED PRICE CONTRACTS  | DEC/1989 |
| 52.245-9     | USE AND CHARGES  | APR/2012 |
| 52.245-4002  | SCHEDULE OF GOVERNMENT FURNISHED PROPERTY (GFP) (HS6008)   | OCT/2010 |
| 52.246-2     | INSPECTION OF SUPPLIES - - FIXED PRICE   | AUG/1996 |
| 52.246-11    | HIGHER-LEVEL CONTRACT QUALITY RERQUIREMENT   | FEB/1999 |
| 52.246-16    | RESPONSIBILITY FOR SUPPLIES  | APR/1984 |
| 52.246-23    | LIMITATION OF LIABILITY [APPLICABLE ONLY IF CONTRACT IS EXPECTED TO EXCEED \$25,000]                 | APR/1984 |
| 52.246-24    | LIMITATION OF LIABILITY-HIGH-VALUE ITEM [APPLICABLE ONLY IF CONTRACT IS EXPECTED TO EXCEED \$25,000] | APR/1984 |
| 52.246-4000  | ACCEPTANCE (ES6901)  | OCT/2010 |
| 52.246-4001  | GOVERNMENT PROCUREMENT QUALITY ASSURANCE ACTIONS (ES6902)  | OCT/2010 |
| 52.246-4003  | REWORK AND REPAIR OF NONCONFORMING MATERIAL (ES7904)   | OCT/2010 |
| 52.246-4008  | DESTRUCTIVE TESTING (ES7913)   | OCT/2010 |
| 52.246-4010  | DOD PREFERRED METHODS OF ACCEPTANCE OF PRODUCT (MIL-STD-1916) (ES6916)                               | OCT/2010 |
| 52.246-4015  | AMMUNITION DATA CARDS (ES6922)   | JAN/2011 |
| 52.246-4018  | MEASUREMENT SYSTEM EVALUATION (MSE) (ES6925)   | APR/2014 |
| 52.247-1     | COMMERCIAL BILL OF LADING NOTATIONS  | FEB/2006 |
| 52.247-29    | F.O.B. ORGIN   | FEB/2006 |
| 52.247-34    | F.O.B. DESTINATION   | NOV/1991 |
| 52.247-63    | PREFERENCE FOR U. S. FLAG AIR CARRIERS [APPLICABLE ONLY IF CONTRACT IS EXPECTED TO EXCEED \$25,000]  | APR/1984 |
| 52.247-64    | PREFERECNE FOR PRIVATELY-OWNED U.S. FLAG COMMERCIAL VESSELS  | APR/1984 |
| 52.247-68    | REPORT OF SHIPMENT (REPSHIP)   | FEB/2006 |
| 52.248-1     | VALUE ENGINEERING  | OCT/2010 |
| 52.249-2     | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  | APR/2012 |
| 52.249-8     | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)   | APR/1984 |
| 52.252-2     | CLAUSES INCORPORATED BY REFERENCE  | FEB/1998 |
| 52.253-1     | COMPUTER GENERATED FORMS   | JAN/1991 |
| 252.203-7000 | REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS  | SEP/2011 |
| 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT RELATED FELONIES-                | DEC/2008 |
| 252.203-7002 | REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS  | JAN/2009 |
| 252.203-7003 | AGENCY OFFICE OF THE INSPECTOR GENERAL   | DEC/2012 |
| 252.203-7004 | DISPLAY OF FRAUD HOTLINE POSTER(S)   | DEC/2012 |
| 252.204-7000 | DISCLOSURE OF INFORMATION  | DEC/1991 |
| 252.204-7002 | PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED  | DEC/1991 |
| 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   | APR/1992 |
| 252.204-7004 | ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT   | FEB/2014 |
| 252.204-7006 | BILLING INSTRUCTIONS   | OCT/2005 |

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| 252.204-7008 | EXPORT-CONTROLLED ITEMS   | APR/2010 |
| 252.204-7012 | SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION   | NOV/2013 |
| 252.205-7000 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS   | DEC/1991 |
| 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY                     | DEC/2006 |
| 252.211-7003 | ITEM IDENTIFICATION AND VALUATION   | JUN/2011 |
| 252.211-7005 | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS  | NOV/2005 |
| 252.215-7000 | PRICING ADJUSTMENTS   | DEC/2012 |
| 252.216-7006 | ORDERING  | MAY/2011 |
| 252.223-7001 | HAZARD WARNING LABELS   | DEC/1991 |
| 252.223-7002 | SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES  | MAY/1994 |
| 252.223-7003 | CHANGE IN PLACE OF PERFORMANCE AMMUNITION AND EXPLOSIVES  | DEC/1991 |
| 252.223-7004 | DRUG-FREE WORK FORCE  | SEP/1988 |
| 252.226-7006 | PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS  | APR/2012 |
| 252.223-7007 | SAFEGUARDING SENSITIVE CONVENTIONAL ARM, AMMUNITION, AND EXPLOSIVES   | SEP/1999 |
| 252.225-7001 | BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM  | DEC/2012 |
| 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS  | DEC/2012 |
| 252.225-7004 | REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA SUBMISSION AFTER AWARD                          | OCT/2010 |
| 252.225-7006 | QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES  | OCT/2010 |
| 252.225-7007 | PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES          | SEP/2006 |
| 252.225-7008 | RESTRICTION ON ACQUISITION OF SPECIALTY METALS  | JUL/2009 |
| 252.225-7009 | RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS  | JUN/2012 |
| 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES   | DEC/2012 |
| 252.225-7013 | DUTY-FREE ENTRY   | JUN/2012 |
| 252.225-7028 | EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS  | APR/2003 |
| 252.225-7030 | RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE  | DEC/2006 |
| 252.225-7048 | EXPORT-CONTROLLED ITEMS   | JUN/2013 |
| 252.226-7001 | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS | SEP/2004 |
| 252.227-7000 | NON-ESTOPPEL  | OCT/1966 |
| 252.227-7016 | RIGHTS IN BID OR PROPOSAL INFORMATION   | JAN/2011 |
| 252.227-7025 | LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS            | MAR/2011 |
| 252.227-7030 | TECHNICAL DATA--WITHHOLDING OF PAYMENT  | MAR/2000 |
| 252.227-7037 | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA  | JUN/2012 |
| 252.232-7003 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS   | JUN/2012 |
| 252.232-7006 | WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS   | MAY/2013 |
| 252.232-7010 | LEVIES ON CONTRACT PAYMENTS   | DEC/2006 |
| 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS   | DEC/1991 |
| 252.243-7002 | REQUESTS FOR EQUITABLE ADJUSTMENT   | MAR/1998 |
| 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL  | JUN/2012 |



| COMPONENTS (DOD CONTRACTS) |   |          |
|----------------------------|---|----------|
| 252.245-7001               | TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY | APR/2012 |
| 252.245-7002               | REPORTING LOSS OF GOVERNMENT PROPERTY                           | APR/2012 |
| 252.245-7003               | CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION            | APR/2012 |
| 252.245-7004               | REPORTING, REUTILIZATION, AND DISPOSAL                          | MAY/2013 |
| 252.246-7000               | MATERIAL INSPECTION AND RECEIVING REPORT                        | MAR/2008 |