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## Symetrics Purchase Order Standard Terms and Conditions

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1. **Purchase Order Acceptance**- This writing, together with any attachments incorporated herein constitutes the final, complete, and exclusive contract between Symetrics Industries, LLC. (Hereafter referred to as “Symetrics” or “Buyer”) and the Seller. Agreement by Seller to furnish the goods, services or efforts hereby ordered, or its commencement of such performance shall constitute acceptance by Seller of this Purchase Order subject to the specified terms and conditions herein or on the face of the Purchase Order.
2. **Modifications**- No change in, modification of, waiver of, addition to, or amendment to the terms and conditions of this Purchase Order shall be binding on Symetrics unless such change, modification, waiver, addition, or amendment is in writing and signed by a duly authorized representative of Symetrics.
3. **Inspection and Acceptance**- All inspection and test requirements for goods, services, and efforts performed by the Seller shall be in accordance with all applicable Symetrics Standard Quality Requirements Guidelines, and special quality and test requirements as detailed in the body of the Symetrics Purchase Order. At a minimum, the Seller shall maintain a quality system such that the quality, suitability for use, and compliance to applicable industry and Federal Government specifications for the material and services provided can be demonstrated by object evidence of compliance. Statistical techniques shall be incorporated into process/product acceptance where applicable. Each delivery of materials or services by seller shall be accompanied by a certificate stating the goods or services strictly comply with all Purchase Order requirements unless such requirement is waived in writing by the Buyer. Inspection and acceptance is not final until the goods or services are accepted by the end user/customer. Acceptance of nonconforming article does not release Seller from its warranty or latent defect obligations. The Buyer’s failure to inspect does not relieve Seller of any responsibility to perform according to the terms of this Purchase Order. The Buyer reserves the right to require the Seller to reimburse Symetrics at the Seller’s expense for the purchase price of the rejected material, or compensate Symetrics for the costs incurred by Symetrics to bring discrepant delivered material into a compliant or otherwise usable condition.
4. **Configuration Control**- The Seller shall not make changes to the technical documentation, specifications, processes or drawings referenced by the Symetrics Purchase Order without prior written approval by the Symetrics buyer.
5. **Supplier Quality Assurance Requirements**- Quality Requirements (QR), with all their terms and conditions, become an integral part of the Purchase Order. Those QR clauses that are specifically applicable are listed on the face of the Purchase Order. Seller shall maintain documentation showing Seller’s conformance to the specifically referenced QR at all times during the course of the Purchase Order and for a period of 4 years following completion of the work.

6. **Preservation and Packaging** – Unless otherwise specified in this Order or via an item unique drawing, specification, or applicable industry standard all items will be preserved and packaged for shipment to best commercial practices. Packaging shall protect items from damage due to handling and shipping. All items shall be received in an undamaged state, fit for use. Any expense incurred by Buyer as a result of improper preservation, packaging, packing, marking or method of shipping shall be reimbursed to Symetrics by the Seller. Complete Seller packing list shall be enclosed with all shipments.
7. **Right of Access** – Seller shall provide Right of Access to the applicable areas of all facilities, at any level of the supply chain and make available all data and records requested by Buyer involved in any aspect of the performance of this Purchase Order throughout the course of Seller’s performance and for a period of 4 years following final payment. The Right of Access includes Buyer, its successors, customers, end users, affiliates, and any US Government or Regulatory Authorities. Access shall be provided based on 24 hours advanced notice by Symetrics Industries, LLC. In the event Seller receives request for access or to review/copy any of Seller’s records, Seller shall notify Buyer of the request before allowing access and/or providing such documents and obtain Buyer’s written approval before granting such access.
8. **Delivery; Notice of Delay-**
  - I. Time is of the essence in the performance of this Agreement. Acceptance of late deliveries shall not constitute waiver of this provision.
  - II. Buyer reserves the right to refuse or return at Seller’s risk and expense, shipments made in excess of the Buyers’ ordered quantity. Shipments which are received greater than 5 working days in advance of the requested delivery date are subject to the same provision, unless authorization for early shipment is received from Symetrics prior to arrival of such goods or services.
  - III. Seller agrees to immediately notify Buyer of any potential or actual delay in the delivery of goods or services, as required by the terms of the Purchase Order. This notification shall be conducted in the form of a verifiable (e-mail or letter) correspondence. Symetrics acknowledgement of this notification does not constitute a waiver of Buyer’s rights and remedies hereunder.
9. **Information Release-** Seller shall not publish or disclose outside of Seller’s organization any information developed under this Purchase Order without prior written approval of the Buyer.
10. **Applicable Law-** This Purchase Order will be governed by the laws of the State of Florida, regardless of the place of execution or performance, except that any provision in this Purchase Order that is (i) incorporated in full text or by reference from the Federal Acquisition Regulation (FAR); or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal Government.
11. **Disputes-**

This section governs any dispute disagreement, claim, or controversy between the parties arising out of or relating to this Purchase Order or its breach (the “Disputed Matter”). All Disputed Matters shall be submitted to the following Dispute Resolution Procedure:

  - (a) Internal Mediation – First the Disputed Matter shall be referred jointly to Buyer’s and Seller’s senior executives that may be mutually agreed upon by the parties from time to time. If such executives do not agree upon a decision within thirty (30) business days

after referral of the Disputed Matter to them, the parties shall proceed to paragraph 11(b), Outside Mediation.

- (b) Outside Mediation – Either party may, upon written notice and within ten (10) business days after the conclusion of the Internal Mediation, elect to utilize a non-binding resolution procedure whereby each party presents its case at a hearing (the “Hearing”) before a panel consisting of a senior executive of each of the parties and a mutually acceptable neutral advisor. The Hearing will occur no more than ten (10) business days after a party serves written notice to use outside mediation, unless mutually extended by the parties. Each party may be represented by legal counsel at the Hearing. If the matter cannot be resolved at such hearing by senior executives, the neutral advisor may be asked to assist the senior executives in evaluating the strengths and weaknesses of each party’s position on the disposition of the Disputed Matter. Thereafter, the senior executives shall meet and try again to resolve the Disputed Matter. Each party shall bear its respective costs incurred in connection with the above procedure, except that they shall share equally the fees and expense of the neutral advisor and the costs of the facility for the Hearing. If the Disputed Matter cannot be resolved at such meeting, the parties may resort to litigation. In the event litigation is pursued, the prevailing party shall be entitled to recover its reasonable costs and expenses including, without limitation, its reasonable attorneys’ fees. The prevailing party shall also be entitled to recover any costs incurred in obtaining the neutral advisor.
- (c) Continued Performance – Pending the resolution of the Disputed Matter, each party shall continue its performance to the extent that such performance is feasible, including but not limited to payment of all sums which are due or which become due during the Dispute Resolution process, provided said sums are not part of the Disputed Matter.

12. **Remedies**- The rights of both parties hereunder shall be in addition to their rights and remedies at law or in equity. Failure of the Buyer to enforce any of its rights shall not constitute a waiver of such rights. In no event shall Seller be entitled to anticipatory profits, compensation for lost opportunity, special (including multiple or punitive), incidental or consequential damages.
13. **Proprietary Rights**- In the event the Buyer and Seller have entered into a Non-Disclosure Agreement (NDA) for the Program which this Purchase Order has been issued against, the NDA shall take precedence over this Article. Unless otherwise expressly agreed in writing to the contrary, all specifications, information, data, drawings, software and other items which are (i) supplied to Seller by Buyer or (ii) obtained or developed by Seller and paid for by Buyer under this Purchase Order, shall be the exclusive property of Buyer, shall be maintained by Seller as proprietary to Buyer, shall be used only for purposes of providing goods and/or services to Buyer pursuant to this Purchase Order, and shall not be disclosed to any third party without Buyer’s express written consent. All such items supplied by Buyer shall be promptly returned to Buyer on request or upon completion or earlier termination of this Purchase Order. Seller agrees that this clause survives completion of the Purchase Order and final payment and that Symetrics may take legal action to enforce its rights under this provision for a period of five (5) years after the date of final payment to the Seller.
14. **Order of Precedence**- In the event of a conflict between these Terms and Conditions and other portions of the Purchase Order, the order of precedence shall be:
- I Typed terms and conditions set forth in this Purchase Order.
  - II Documents incorporated via reference on the face of this Purchase Order.
  - III Standard Terms and conditions as provided with this Purchase Order or made available for public retrieval by the Seller.

- IV Statement of Work if provided as part of this Purchase Order.
- V For Drawings and/or Specifications incorporated via reference Buyers specifications shall prevail over any United States, Foreign Government, or Seller's specifications.

15. **Buyers Property**- All tooling, gauges, fixtures, or materials supplied by, developed by, or paid for by Symetrics shall be held in Seller's possession for production purposes as specified by Buyer and will be repaired, renewed, and fully insured against possible loss or damage and subject to removal from Seller's custody at any time without additional charge upon demand of Buyer. Should Seller request use of such items, Buyer reserves the right to collect a reasonable rental fee. Material produced to Symetrics specific requirements as detailed in this Purchase Order shall not be produced and sold by Seller to any party other than Symetrics without buyer's prior written consent. Within 30 days of the cessation of production and/or test activity under this Purchase Order, the Seller must contact Symetrics to arrange disposition of Symetrics owned property.
16. **Payment Terms**- Unless otherwise specified in this Purchase Order, terms of payment are Net 60 days. The time allowable for payment shall begin after both: (a) Buyer's receipt of Seller's invoice, and (b) delivery of acceptable supplies or performance of satisfactory services.
17. **Taxes**- Seller agrees to pay all applicable local, state, and federal taxes.
18. **Changes**- Buyer may at any time, by written notice, stop work or make other changes in Seller's products to be provided under this Agreement. If the actions of Buyer result in an increase or decrease in the cost to perform the work specified by the Purchase Order, an adjustment shall be mutually negotiated between the Seller and Buyer. In instances where Buyer imposed changes resulting in increased costs, the Seller must assert any claim for adjustment within 15 working days of the requested change. The Buyer's purchasing department or authorized employee of Symetrics are the only authorized entities which can enact such changes, which will be incorporated as written amendments to this Purchase Order. Any information or instructions offered by technical representatives of Symetrics shall be considered personal opinions of the employee providing the information or instructions and shall not serve as modification, waiver or change in any of the requirements of the Purchase Order. In the event that Symetrics requests that the Seller stop work, the Seller shall enact all possible measures to minimize the costs allocable to the Purchase Order.
19. **Assignments**- Neither this Order, nor the rights, duties or interests therein, may be delegated, assigned, or otherwise transferred in whole or in part by either party without the prior written consent of the Buyer, which shall not be unreasonably withheld. None of the articles to be delivered under this Purchase Order shall be acquired by Seller from a Subcontractor or third party in completed or substantially completed form without the prior written consent of Buyer. However, either party shall have the right to assign this Order without prior consent if such assignment is to a successor of the assigning party by way of merger, consolidation, or acquisition of all the business and assets of the assigning party and does not affect the Seller's Size Standard or Disadvantaged Business classification. In the event that an assignment without consent is made consistent with this paragraph, the successor shall expressly assume all of the obligations and liabilities of the assigning party under this Order and the assigning party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations. The Seller bears the cost of any costs or fees including, but not limited to, implementation, integration, or start up fees as a result of the assignment of this Purchase Order by Seller.

20. **Warranty**- In addition to all other warranties express or implied in law, Seller warrants that the items delivered hereunder will conform to all applicable specifications, drawings, samples, symbols or other descriptions furnished by Buyer and will be merchantable, of good material and workmanship and free from defects. In case any such item shall be defective or otherwise not in conformity herewith, Seller shall, at Buyer's option and in addition to all other remedies of Buyer, credit Buyer for any such nonconformity or defects or, at Seller's expense, replace, repair, or correct any such article. Seller agrees to make all corrections to the satisfaction of Buyer and/or Buyer's customer. Should Buyer's customer require acceptance of items not conforming to all specifications or other description, payment will be made at an equitable reduction in price. This warranty shall survive acceptance and run to Buyer, its successors, assigns, customers, and users of its Products.
21. **Termination for Convenience**-
- (a) Buyer may terminate performance of work under this Purchase Order in whole or, from time to time, in part when it is in Buyer's best interest to do so. Buyer shall terminate by issuing to the Seller a written Notice of Termination specifying the extent of termination and the effective date.
  - (b) After receipt of a Notice of Termination, and except as directed by Buyer, the Seller shall immediately proceed with the following obligations:
    - (1) Stop work as specified in the Notice of Termination.
    - (2) Place no further subcontracts or orders except as necessary to complete the continued portion of this Purchase Order.
    - (3) Terminate all subcontracts to the extent they relate to the work terminated.
    - (4) Complete performance of the work not terminated.
    - (5) As directed by Buyer, transfer title and deliver to Buyer:
      - (i) The fabricated or non-fabricated parts, work in process, completed work, Articles, and other material produced or acquired for the work terminated, and
      - (ii) The completed or partially completed plans, drawings, information, and property that, if the Seller had been completed, would be required to be furnished to Buyer.
    - (6) Comply with the instructions by Buyer in the Notice of Termination and any subsequent written instructions.
  - (c) After termination, Seller shall submit a final termination settlement proposal for equitable adjustment to Buyer in the form and with the certifications prescribed by Buyer. Seller shall submit the proposal promptly, but no later than ninety (90) calendar days after the dated of the Notice of Termination, unless extended in writing by the Buyer's Procurement Representative upon written request of the Seller within the 90-day period. If Buyer determines that the circumstances justify it, a termination settlement proposal may be received and acted on after the 90 days or any extension. If the Seller fails to submit the proposal within the time allowed, Buyer may determine, on the basis of information available, the amount, if any, due the Seller because of the termination and shall pay the amount determined. Such determination shall be conclusive.
  - (d) Subject to paragraph (c) of this clause, the Seller and Buyer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work completed; however, the agreed amount may not exceed the total Purchase Order price as

reduced by (1) The amount of payments previously made and (2) The Purchase Order price of work not terminated. The Purchase Order shall be modified and the Seller paid the agreed amount.

(e) If the termination is partial, the Seller may submit a proposal for an equitable adjustment of the price(s) of the continued portion of the Purchase Order.

(f) If the Seller and Buyer fail to agree on the entire amount to be paid because of the termination of work, Buyer shall pay the Seller the amount determined by Buyer to be due the Seller. Failure of the parties to reach agreement shall be a dispute under clause 11 DISPUTES. A dispute shall not excuse continued performance on the non-terminated portion of this Purchase Order.

(g) When applicable, FAR 52.249-2 Termination for Convenience of the Government (Fixed-Price) or FAR 52.249-6 Termination (Cost-Reimbursement) take precedence over this clause

## **22. Termination for Default-**

(a) Buyer may, subject to paragraphs (d) and (e) of this clause, by written notice of default to the Seller, terminate this Purchase Order in whole or in part if the Seller fails to:

(1) Deliver the Articles or to perform the services within the time specified in this Purchase Order or any extension,

(2) Make progress, so as to endanger performance of this Purchase Order [but see paragraph (b) of this clause.

(3) Perform any of the other provisions of this Purchase Order.

(b) Buyer's rights to terminate this Purchase Order under paragraphs (a) (2) and (a) (3) of this clause may be exercised if the Seller does not cure such failure within 10 days (or more if authorized in writing by Buyer) after receipt of the notice from Buyer specifying the failure.

(c) If Buyer terminates this Purchase Order in whole or in part, it may acquire, under the terms and in the manner Buyer considers appropriate, articles or services similar to those terminated, and the Seller will be liable to Buyer for any excess costs of those articles or services. However, the Seller shall continue the work not terminated.

(d) Except for defaults of Subcontractors at any tier, the Seller shall not be liable for any excess costs if the failure to perform the Purchase Order arises from causes beyond the control and without the fault or negligence of the Seller. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Federal Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Seller.

(e) If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is beyond the control of both the Seller and Subcontractor, and without the fault or negligence of either, the Seller shall not be liable for any excess costs for failure to perform, unless the subcontracted articles or services were obtainable from other sources in sufficient time for the Seller to meet the required delivery schedule.

(f) If this Purchase Order is terminated for default, Buyer may require the Seller to transfer title and deliver to Buyer, as directed by Buyer, any (1) completed articles, and (2) partially completed articles that the Seller has specifically produced or acquired for the terminated portion of this Purchase Order. Upon direction of Buyer, the Seller shall also protect and preserve property in its possession in which Buyer has an interest.

(g) Buyer shall pay Purchase Order price for completed articles delivered and accepted. Seller and Buyer shall agree on the amount of payment for articles delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under clause 11 DISPUTES. Buyer may withhold from these amounts any sum Buyer determines to be necessary to protect Buyer against loss because of outstanding liens or claims of former lien holders.

(h) If, after termination, it is determined that the Seller was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Buyer.

(i) Seller agrees that any assistance given them by Buyer on this Purchase Order or any acceptance of delinquent or nonconforming items will be solely for the purpose of mitigating damages. It is not the intention of Buyer to condone any delinquency, waive any defect, or waive any rights Buyer has under this Purchase Order.

(j) The rights and remedies of Buyer in this clause are in addition to any other rights and remedies provided by law or under this Purchase Order.

(k) When applicable, FAR 52.249-6 Termination (Cost-Reimbursement) and FAR 52.249-8 Default (Fixed-Price Supply and Service) take precedence over this clause.

23. **Intellectual Property**- The Seller warrants that all materials, services or goods provided directly or used in providing the material or services of this Purchase Order which are not of the Buyer's design or manufacture shall be free and clear of infringement of any patent, trademark, trade secret, copyright, or related application, or other intellectual property or proprietary information infringement. Seller shall defend, indemnify, and hold harmless Buyer and Buyer's affiliates, agents, and customers from any and all damages, liabilities, claims, losses, suits, legal actions, investigations, or any threat of the same alleging such infringement.
24. **Compliance with Law**- The Seller warrants and certifies that in the performance of this Purchase Order it will comply with all applicable statutes, rules, regulations, and orders of the United States, and of any state or political subdivision thereof, and agrees to indemnify Symetrics against any loss, cost, damage, or liability by reason of Seller's violation thereof. This includes, but is not limited to the International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), and the EU REACH Regulation on Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH).
25. **Indemnity**- Seller shall defend, indemnify, and hold harmless Buyer and Buyer's directors, officers, employees, and agents from any personal injury or property damage claim, suit, action, expense, loss, or damage whatsoever, including but not limited to such claims, etc., under strict liability or product's liability, together with attorney's fees, arising out of or in any way connected with Seller's performance or failure to perform this Purchase Order or that of Seller's agents, employees, or subcontractors. Seller shall be responsible for the actions and failure to act of all parties retained by, through, or under Seller in connection with the performance of this Purchase Order. Seller shall also maintain such General Liability, Property Damage, Employer's Liability, and Worker's Compensation Insurance and Motor Vehicle Liability Insurance (Personal Injury and Property Damage) in such amount as will protect Seller and Buyer from said risks arising out of any claims.
26. **Product and Process Changes** - Seller shall notify Buyer immediately of changes in product and/or process, change of suppliers, change of manufacturing facility location and obtain Buyer's written approval prior to proceeding.
27. **Nonconforming Product**- Seller shall notify Buyer of its intent to supply a nonconforming product and shall not make any attempt to furnish any nonconforming goods or services without advance written notification to and written approval by Buyer.
28. **Counterfeit Work**- For purposes of this clause, Work consists of those parts delivered under this Purchase Order that are the lowest level of separately identifiable items. Counterfeit Work means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable. Seller agrees and shall establish appropriate procedures to ensure Counterfeit Work is not delivered to Buyer in the performance of the Purchase Order. Seller shall only purchase products to be delivered or incorporated into Work from the Original Component Manufacturer (OCM)/ Original Equipment Manufacturer (OEM), or through an

OCM/OEM authorized distributor. Seller shall not purchase products from independent distributors or brokers unless approved in advance in writing by Buyer. Should Seller become aware or suspect that it has furnished Counterfeit Work to Buyer, Seller shall immediately notify Buyer in writing with the pertinent information. In the event Counterfeit Work is delivered or incorporated into products acquired by Buyer, Seller shall, at its own expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of the Purchase Order. Notwithstanding any other provision of the Purchase Order, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Buyer's costs of removing Counterfeit Work, of reinserting replacement Work and of any testing as a result of the reinstallation of Work after Counterfeit Work has been exchanged.

Acceptance of Counterfeit Work does not release Seller from its warranty or latent defect obligations. Seller shall flow down this provision to lower tier subcontracts for the delivery of items that will be included in or furnished as Work to Buyer.

29. **Flow Down** - Seller shall flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including customer requirements, record retention and key characteristics, where required.
30. **Government Contract Provisions**- If this Purchase Order indicates that it has been issued under a Department of Defense prime contract or subcontract thereunder, the Seller agrees that the following provisions shall apply and will prevail in the event of any inconsistency with the forgoing terms and conditions. Seller agrees to flow down appropriate provisions in each subcontract associated with this Purchase Order.

**Symetrics Industries, LLC shall have the same rights and remedies afforded the Government under the following Federal Acquisition Regulations, E.G. the name "Symetrics Industries, LLC" may be substituted for "Government" in these claims. The following Federal and Department of Defense Federal Acquisition Regulations are incorporated herein by reference:**

**A. APPLICABLE TO ALL ORDERS:**

- 52.203-3 Gratuities
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards
- 52.211-5 Material Requirements
- 52.215-15 Pension Adjustment and Asset Reversions
- 52.215-18 Reversions or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
- 52.215-19 Notification of Ownership Changes
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-41 Service Contract Act of 1965
- 52.222-50 Combating Trafficking in Persons
- 52.223-3 Hazardous Material Identification and Material Safety Data (Alt I applies if this order is for other than DoD)
- 52.223-7 Notice of Radioactive Materials (subsection (a) shall read "15 days")
- 52.224-2 Privacy Act
- 52.225-1 Buy American Act – Supplies
- 52.225-3 Buy American Act – Free Trade Agreements – Israeli Trade Act
- 52.225-5 Trade Agreements
- 52.225-8 Duty-free Entry
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.227-1 Authorization and Consent
- 52.227-9 Refund of Royalties
- 52.227-10 Filing of Patent Applications - Classified Subject Matter

52.227-11 Patent Rights – Ownership by the Contractor (references to “Government”, “Contracting Officer” and “Contractor” as contained in this clause remain unchanged)  
52.227-14 Rights in Data - General  
52.229-3 Federal, State, and Local Taxes  
52.233-3 Protest After Award  
52.234-1 Industrial Resources Developed Under Defense Production Act Title III  
52.236-13 Accident Prevention  
52.244-6 Subcontracts for Commercial Items 52.245-1, Alt. I Government Property (except in clauses (e)(1),(e)(2)(ii),(e)(3)(i),(f)(1)(ii), the term “Government” shall remain)  
52.245-9 Use and Charges  
52.246-2 Inspection of Supplies – Fixed Price  
52.246-16 Responsibility for Supplies  
52.247-63 Preference for U.S. Flag Air Carriers  
52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels  
252.204-7000 Disclosure of Information  
252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials  
252.225-7001 Buy American Act and Balance of Payments Program  
252.225-7013 Duty-Free Entry  
252.225-7014 - Alt I Preference for Domestic Specialty Metals (JUN 2005), Alt. I (APR 2003)  
252.225-7016 Restriction on Acquisition of Ball and Roller Bearings  
252.225-7025 Restrictions on Acquisition of Forgings  
252.225-7028 Exclusionary Policies and Practices of Foreign Governments  
252.225-7030 Restriction on Acquisition of Carbon Alloy and Armor Steel Plate  
252.225-7036 Buy American Act – Free Trade Agreements – Balance of Payments Program  
252.227-7013 Rights in Technical Data - Noncommercial Items (the term “Government” shall remain through this clause, the term “Contracting Officer” shall mean both “Contracting Officer and Buyer”)  
252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (the term “Government” shall remain throughout this clause, the term “Contracting Officer” shall mean both “Contracting Officer and Buyer”)  
252.227-7016 Rights in Bid or Proposal Information  
252.227-7019 Validation of Asserted Restrictions - Computer Software  
252.227-7025 Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends  
252.227-7030 Technical Data - Withholding of Payment  
252.227-7037 Validation of Restrictive Markings of Technical Data  
252.228-7001 Ground and Flight Risk  
252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles (the term “Government” shall mean “Government and Buyer”)  
252.246-7001, Alt I Warranty of Data  
252.246-7003 Notification of Potential Safety Issues

**B. ALL ORDERS GREATER THAN \$3,000**

52.222-54 Employment Eligibility Verification  
52.223-18 Contractor Policy to Ban Text Messaging While Driving

**C. ALL ORDERS GREATER THAN \$10,000**

52.222-40 Notification of Employee Rights Under the National Labor Relations Act

**D. ALL ORDERS GREATER THAN \$15,000**

52.222-20 Walsh-Healey Public Contracts Act

52.222-36 Affirmative Action for Workers With Disabilities

**E. ALL ORDERS GREATER THAN \$30,000**

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

**F. ALL ORDERS OF \$50,000 OR GREATER**

52.211-15 Defense Priority and Allocation Requirements

**G. ALL ORDERS OF \$100,000 OR GREATER**

52.203-6 Restrictions on Subcontractor Sales to the Government

52.203-7 Anti-Kickback Procedures

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

52.215-2 Audit and Records – Negotiation

52.215-14 Integrity of Unit Prices (except for paragraph (b) of this clause)

52.219-8 Utilization of Small Business Concerns

52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation

52.222-35 Equal Opportunity for Veterans

52.222-37 Employment Reports on Veterans

52.223-14 Toxic Chemical Release Reporting (except its subparagraph (e))

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement

52.248-1 Value Engineering

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies

252.249-7002 Notification of Anticipated Contract Termination or Reduction

**H. ALL ORDERS GREATER THAN \$500,000**

52.209-7 Information Regarding Responsibility Matters

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

**J. ALL ORDERS OF \$650,000 OR GREATER**

52.219-9 Small Business Subcontracting Plan

252.219-7003 Small Business Subcontracting Plan (DoD Contracts)

52.230-2 Cost Accounting Standards (except its subparagraph (b))

52.230-3 Disclosure and Consistency of Cost Accounting Practices (except its subparagraph (b))

52.230-5 Cost Accounting Standards – Educational Institution

52.230-6 Administration of Cost Accounting Standards

52.214-26 Audit and Records – Sealed Bidding

52.214-27 Price Reduction for Defective Cost or Pricing Data – Modifications – Sealed Bidding

52.214-28 Subcontractor Cost or Pricing Data – Modifications – Sealed Bidding

52.215-10 Price Reduction for Defective Cost or Pricing Data

52.215-11 Price Reduction for Defective Cost or Pricing Data – Modifications

52.215-12 Subcontractor Cost or Pricing Data

52.215-13 Subcontractor Cost or Pricing Data – Modifications

52.215-20 Requirements for Cost or Pricing Data Other Than Cost or Pricing Data

52.215-22 Limitations on Pass-Through Charges – Identification of Subcontract Effort (DoD Only)

52.215-23 Limitations on Pass-Through Charges

252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States

**K. ALL ORDERS GREATER THAN \$1 MILLION**

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements

**L. ALL ORDERS GREATER THAN \$1.5 MILLION**

252.211-7000 Acquisition Streamlining

**M. ALL ORDERS GREATER THAN \$5 MILLION**

52.203-14 Display of Hotline Poster(s)

52.203-13 Contractor Code of Business Ethics and Conduct

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