



CINCINNATI GEARING SYSTEMS, INC. TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES

These Terms and Conditions for purchase of Goods and/or Services by Cincinnati Gearing Systems, Inc. and all documents attached hereto or referenced herein, including the Purchase Order form amendments or change orders, if any, shall constitute the contract for the Goods/Services purchased by Customer (collectively "Purchase Order"). "Customer" means the Cincinnati Gearing Systems entity identified in the Purchase Order. "Supplier" means the party identified in the Purchase Order. Supplier and Customer are authorized to do business or maintain a registered agent in the USA. Customer and Supplier are, individually, referred to as a "Party" and, collectively as the "Parties". "Affiliate" means, with respect to a Party, any other party who directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Party. "Representatives" mean a Party's and its respective Affiliates' directors, officers, employees, agents, representatives and/or subcontractors. "Goods" mean products, materials, raw materials, supplies, equipment, information, Work Product, data, drawings, designs, specifications, reports and/or off-the-shelf software furnished by Supplier hereunder. "Services" mean the tasks/deliverables to be provided/performed by Supplier as set forth in the Purchase Order. The Purchase Order is effective and is expressly conditional upon Supplier's assent to all terms and conditions in the Purchase Order that are different from or additional to those stated in Supplier's quotation, proposal, or other offering documents. Cincinnati Gearing Systems rejects any different or additional terms in any response to this Purchase Order. Shipment of any Goods or the performance of any Services by Supplier shall be deemed to constitute Supplier's assent to this provision.

1. Communications and Change Orders.

(A) All written communications shall (i) be directed to the addresses set forth in the Purchase Order, (ii) refer to the Purchase Order number and (iii) be delivered in accordance with this Purchase Order.

(B) If Customer requires modifications to the Goods/Services, the Parties shall negotiate an equitable adjustment in the form of a change order or amendment. Supplier shall not make any changes without Customer's prior written consent.

2. Pricing, Terms of Payment, Taxes and Duties.

(A) The purchase price set forth in the Purchase Order shall be in US Dollars, shall be firm. The purchase prices for Goods (both tangible and intangible) and Services shall be separately stated.

(B) Customer shall not be responsible for the payment of any taxes, fees or duties other than those required to be paid by Customer under Applicable Law and which are clearly itemized on Supplier's invoice(s). Customer shall provide tax exemption certificates or other applicable tax documents as reasonably requested by Supplier.

(C) Unless otherwise set forth in the Purchase Order, invoices are due and payable net forty-five (45) days after receipt of the Goods (including all documents required in the Purchase Order), performance of the Services, and a receipt of a correct undisputed

invoice by Customer. Payment(s) shall be by electronic banking method or check or other means as identified in the Purchase Order.

(D) No charges will be allowed for boxing, crating, or cartage unless specifically authorized in the Contract.

3. Title, Risk of Loss, Delivery.

(A) Title to Goods, and title or license to Services, shall pass to Customer at the earlier of (i) payment by Customer or (ii) receipt of the Goods/Services by Customer per the delivery terms in the Purchase Order. In the event of advance or progress payments, Supplier shall (a) reasonably identify or otherwise mark the Goods/Services as Customer's property; (b) sign and deliver such documents for Customer to confirm that title or license has passed to Customer; and (c) if requested by Customer, provide an advance payment bond acceptable to Customer. Goods/Services shall be delivered free and clear of all liens or claims.

(B) For Goods purchases, the Purchase Order shall state the (i) mode, manner and timing of delivery to Customer, its end user(s) or designee(s) and (ii) address of final destination. Regardless of the shipping terms used, risk of loss to the Goods shall remain with Supplier until Goods are in the possession, custody and control of Customer.

(C) Shipments sent C.O.D. without Customer's written consent will not be accepted and will be at Supplier's risk. Supplier is instructed to ship only the quantities specified in the Purchase Order. Any deviation caused by conditions of loading, shipping, packing, or allowances in manufacturing processes may be accepted by Customer only pursuant to a duly executed amendment or change order as set forth in Section 1(B). Customer reserves the right to return, without liability, any over shipment at Supplier's expense.

(D) Supplier shall comply with Customer's delivery dates at its sole cost unless the Parties otherwise agree in writing. If a delay originates with Supplier or its Representatives, Supplier shall be solely responsible for expedited delivery and other charges to meet delivery dates. Goods shipped in advance of Customer's delivery dates may, at Customer's option, be returned to Supplier at Supplier's expense. Customer reserves the right to delay shipment of the Goods for up to thirty (30) days at no additional cost.

4. Inspection and Quality Control.

Customer, its Representatives and/or end user(s) may inspect, test, reject or accept Goods/Services during manufacture or performance. If inspections/tests are made on Supplier's premises, Supplier, without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of Customer's inspectors. Customer's inspections/tests will not unduly interfere with Supplier's business. Supplier shall maintain quality control and inspection systems as mutually agreed upon by the Parties and provide Customer with quality assurance documentation, manuals or certifications. Notwithstanding prior inspection or testing, payment, or passage of title, all Goods/Services shall be subject to final inspection and written acceptance at final destination, with such rights of

inspection/rejection being in addition to any other rights or remedies of Customer under this Purchase Order or Applicable Law.

If the Goods/Services are found defective or not in conformity, at time of receipt, manufacture or assembly, with Customer's specification, either the defective or non-conforming materials or all materials, in Customer's sole discretion and without prejudice to Customer's other rights and remedies, will be returned to Supplier at Supplier's expense, with incoming and outgoing transportation cost charged to Supplier's account. If the material(s) are found to be nonconforming during Customer's manufacturing and/or assembly process(es), the Supplier shall be liable for all costs incurred by Customer up to the point of discovery of the defect or nonconformity, including any late delivery penalties Customer may receive from Customer's customer. Payment for materials under this order prior to the conclusion of Customer's inspection shall not constitute an acceptance of any such materials.

If Customer rejects all or part of the Goods, Customer may return Goods to Supplier, at Supplier's sole risk and expense, for rework or replacement, and Supplier shall ship conforming Goods within ten (10) days of Supplier's receipt of the rejected Goods. If Customer determines, in its sole discretion, that Supplier is unable to rework or replace Goods within the time required by Customer, Customer may: (A) rework or have another supplier rework the Goods, the cost of such rework to be paid by Supplier; (B) return Goods to Supplier for full credit and obtain replacement from an alternate source, at Supplier's expense; or (C) produce replacement Goods at Supplier's expense. All Services found to be defective or nonconforming shall be re-performed at Supplier's expense.

5. Goods and Services Warranty.

(A) Supplier represents and warrants that it shall perform the Services and furnish the Goods in a professional and workmanlike manner, and the Goods/Services furnished hereunder

(1) shall (i) be new and of merchantable quality, (ii) be fit and capable of the intended use; (iii) be of high quality and free from any defect or nonconformity in design, workmanship or materials; (iv) are not government or commercial surplus, used, remanufactured or reconditioned or of such age or so deteriorated as to impair the usefulness or safety thereof, and (v) strictly conform to the requirements of this Purchase Order, Customer's specifications, drawings, samples and other descriptions or instructions furnished by Supplier or Supplier's Representatives, generally accepted professional, engineering, manufacturing and/or technology standards, and Applicable Law; in each instance, for a period of twelve (12) months; and

(2) (i) are free of any liens, encumbrances or claims, (ii) are free of Asbestos, Asbestos containing materials or any other materials prohibited by Applicable Laws; (iii) bear all markings, labels, warnings, notices or other information required under Applicable Law; and (iv) do not contain any substance prohibited by national or international regulations applicable to the Supplier or Customer, or at the point of delivery.

(B) TECHNOLOGY WARRANTIES: Supplier represents and warrants that (i) the Goods/Services do not (a) infringe, violate or misappropriate any intellectual property right(s) of third parties or (b) violate Applicable Laws; (ii) Supplier has all of the rights, permits, licenses and authority necessary to perform its obligations hereunder; (iii) Goods/Services including any software, related documentation, updates furnished hereunder and the media it is delivered on, or any "Software as a Service" or "Cloud" service, have been scanned for viruses and other malicious code and have been found to be free from viruses and malicious code; and (iv) the Goods/Services do not (a) grant access to servers, systems or programs of Customer, its Affiliates or Representatives by person(s) other than Customer, its Affiliates or Representatives or (b) contain

any program, routine, code, device or other undisclosed feature including but not limited to a time bomb, virus, software lock, trojan horse, worm or trap door ("Disabling Feature") that is designed to delete, disable or interfere with the Goods/Services, and if any Disabling Feature is discovered or reasonably suspected to be present, Supplier shall immediately notify Customer and, at its sole expense, delete such Disabling Feature and carry out the recovery necessary to remedy its impact.

(C) For a breach of Supplier's warranty, Customer's remedies shall include but not be limited to Supplier's correction of any nonconformity with the warranty at its sole expense, and at the sole discretion of Customer, Supplier shall promptly (i) repair or replace the nonconformity (and correct any plans, specifications, or drawings affected); (ii) furnish Customer or its end users any materials, parts and instructions necessary to correct the nonconformity, including reimbursement for Customer's direct and indirect costs; or (iii) pay Customer a mutually agreed portion of the Purchase Order price. Customer shall also be entitled to recover all direct and indirect costs and expenses incurred by Customer, its Representatives or payable to third parties, including additional costs of Customer's personnel or other labor, evaluation, re-working or scrapping, or transportation costs, or costs incurred in removing defective or nonconforming Goods/Services from property, equipment or products from property or premises where they have been incorporated.

(D) The warranty with respect to any corrected Goods/Services shall be subject to the same terms as the original warranty except that the warranty on any corrected or replaced Goods/Services shall be the longer of (i) one year from the date of repair or replacement or (ii) until the end of the original warranty period.

(E) Customer's approval of Supplier's samples, prototypes or first articles shall not be construed as a waiver of any express or implied warranty.

(F) In addition to any other obligations set forth in this Article 5, Supplier shall pass through all assignable third-party manufacturers' warranties applicable to Goods/Services furnished by Supplier. In the event a third party warranty is not assignable, Supplier shall enforce its warranty against a third party at Supplier's expense upon Customer's reasonable request. Supplier shall immediately notify Customer in writing of product recalls and/or product safety notices that concern the Goods/Services.

(G) Customer shall have the right to assign all Supplier warranties under this Purchase Order to third parties including Customer's customers/end users who shall have all rights to enforce such warranty.

6. Customer Furnished Property.

(A) The term "Customer Furnished Property" shall mean all tools, patterns, equipment, materials or other property which is either supplied by or on behalf of Customer or its Representatives to Supplier to perform the Services or furnish the Goods, or purchased by Customer from Supplier which is to be "delivered in place" and stored at Supplier's facility. Title to Customer Furnished Property shall remain with Customer and risk of loss shall be with the Party who has possession of the property. For Customer Furnished Property in Supplier's possession, custody or control, Supplier shall insure against loss and damage in an amount equal to full replacement cost. Customer Furnished Property shall carry no guarantee or warranty, express or implied. Supplier shall not use Customer Furnished Property on any work other than the Goods/Services. Supplier shall clearly mark Customer Furnished Property to show Customer's ownership and prevent a lien, encumbrance or challenge to Customer's title thereto. Supplier shall, at its own expense, maintain and repair Customer Furnished Property returning it to Customer in the condition in which received,

reasonable wear and tear excepted. Upon expiration or termination of the Purchase Order, Supplier shall dispose of Customer Furnished Property as Customer directs in writing. Customer reserves the right to abandon Customer Furnished Property at no additional cost to Customer. This Purchase Order shall remain in effect so long as Supplier possesses Customer Furnished Property.

7. Packaging.

(A) Except where the Purchase Order includes alternative requirements, Supplier shall be responsible for packaging Goods, and the clear and conspicuous marking of Goods and packaging, in accordance with Applicable Law, industry standards and in a manner sufficient to permit efficient handling, to provide adequate protection and comply with requirements of carrier and Applicable Law.

(B) Packing slips identifying the Purchase Order number and part number must accompany each shipment. The exterior of each shipping container or package will be clearly marked with Customer's Purchase Order number and country of origin. The Goods shall be marked, as a minimum with the Customer's part number, serial number and heat number where heat numbers are appropriate. Additional specified packaging/marketing requirements, if any, shall stated in the Purchase Order. All markings, either on the packing slip or on the Goods shall be in a clear, conspicuous manner. Supplier shall provide all necessary shipping documents, including, but not limited to, customs invoices, material certifications, test reports, inspection reports and packing lists in accordance with Customer's requirements and Applicable Law. Damages and costs incurred by Customer, its Representative or end user resulting from Supplier or its Representative's failure to comply with this Section shall be paid by Supplier. If Supplier imports wood packaging materials, in accordance with 7 CFR 319.40, Supplier warrants that such wood packaging material is treated and marked under an official program developed and overseen by the National Plant Protection Organization in the country of export.

8. Intellectual Property.

(A) Ownership: Each Party shall retain all right, title and interest it may have with respect to Items acquired or developed before the effective date or independently of this Purchase Order. "Items" means ideas, inventions, discoveries, processes, methods, designs, know-how, strategies, techniques, formulas, models, instructions, specifications, technical information, computer programs including software (in source and object code forms), firmware and related operating instructions and documentation, trademarks, service marks, and works of authorship of all kinds, including notes, reports, memoranda, writings, plans, outlines, research, data, figures, descriptions, drawings, diagrams, charts, sketches, patterns, compilations, lists, surveys, interview guides, and recordings in any form or medium and whether or not patentable or copyrightable.

(B) As between the Parties, Customer shall be the sole owner of and shall have all right, title and interest in all Work Product, including all related copyright, patent and other intellectual property rights, including without limitation, any derivative works, or inventions or trademarks relating to existing intellectual property. "Work Product" means all Items and any other work product conceived, created, developed, produced, prepared, collected, compiled or generated by Supplier, its Affiliates or Representatives in connection with performing the Services or producing the Goods including but not limited to modifications and improvements thereto. Supplier shall not cause or permit any Work Product to be subject to any lien or encumbrance. Supplier hereby, irrevocably, in perpetuity and without further consideration, assigns to Customer all right, title and interest that Supplier, its Affiliates and/or Representatives has or may have in the future anywhere in the world in all Work Product.

(C) Works made for Hire: Customer will be considered the "person for whom the work was prepared" for purposes of determining the authorship of any copyright in Work Product, and all copyrightable aspects of Work Product will constitute "works made for hire" as that term is defined under Section 101 of the U.S. Copyright Act, 17 U.S.C. § 101, as amended ("Copyright Act"), or analogous provisions under other Applicable Laws, and will be owned exclusively by Customer upon creation. If (and to the extent) any of the foregoing (or any part or element thereof) is found as a matter of law not to be a "work made for hire" under Applicable Laws, Supplier hereby irrevocably, in perpetuity and without further consideration, assigns to Customer (its successors and assigns) all right, title and interest that Supplier has or may have in the future in and to all United States and foreign copyrights in Work Product and all copies thereof.

(D) Disclosure; Further Assurances: Supplier shall disclose and describe all Work Product to Customer and, promptly upon Customer's request, provide any requested information or documentation related to Work Product. Upon Customer's request, Supplier will execute and deliver to them all documents and provide all testimony necessary to register and enforce intellectual property rights in Work Product solely in the name of Customer (or its designee). Supplier irrevocably designates and appoints Customer (or its designee) and its legal representatives and nominees, as Supplier's agent and attorney-in-fact to prosecute and enforce any applications and intellectual property rights as to Work Product.

(E) Supplier shall promptly disclose, and hereby grants to Customer, a non-exclusive, freely transferable, royalty-free, fully paid-up, worldwide, license in and to, all Items owned or licensed by Supplier which are necessary for the use and enjoyment by Customer of Goods/Services and Work Product hereunder. Such license covers perpetual software license for software used in or required for the operation of Goods/Services, including but not limited to all modifications or additions to software, as well as all related documentation and technical information. Any software maintenance or support service shall be the subject of an Exhibit to this Purchase Order.

(F) Supplier shall not embed or incorporate any third party Items into Goods/Services without Customer's prior written consent and Supplier's providing to Customer and/or its end users a list of third party software or other intellectual property contained within or necessary to use Goods/Services together with royalty-free, paid-up licenses to Customer, its Affiliates and its or their end user(s).

9. Indemnification.

(A) Supplier shall indemnify, defend and hold harmless Customer, its Affiliates, and their Representatives and assigns from and against all claims, suits, causes of action, losses, liabilities, liens, damages, assessments, costs, expenses, demands, complaints or actions including but not limited to reasonable attorneys' fees and court costs (collectively "Claims") concerning (i) death, personal injury, or property damage arising or resulting from (a) Supplier or its Representative's negligence or willful misconduct, or (b) the Goods/Services furnished hereunder; (ii) nonpayment of wages, benefits, fees, amounts owed, and/or any taxes (including penalties and interest) associated therewith arising from Supplier's Representatives, suppliers, contractors, and/or materialmen which may include liens or encumbrances on the Goods/Services or the premises on which located; (iii) a challenge to Customer's title to the Goods/Services; (iv) infringement or misappropriation of any third party's intellectual property rights in connection with the Purchase Order or Customer's, its Representatives or Customer's end user's use of the Goods/Services; (v) violation of Applicable Law; (vi) damage or loss to, or arising out of, or resulting from Customer Furnished Property; (vii) breach of the Cincinnati Gearing Systems Data Security Requirements, if applicable; or (viii) breach of this Purchase Order by Supplier or its Affiliate(s) or Representative(s).

(B) If Customer receives written notice of a Claim, Customer shall give prompt written notice to Supplier. Customer's delay or deficiency in notifying Supplier shall not relieve Supplier of liability or obligation unless such delay materially impacts the defense of the Claim. If the settlement of a Claim may result in ongoing liability to or detrimentally impacts Customer, its Affiliates, Representatives or end users, then such settlement shall require the prior written consent of Customer. Customer may have its own counsel at Customer's cost at all related proceedings.

(C) In case either Party reasonably believes the Goods/Services, or any part thereof, may be the subject of an intellectual property Claim, Supplier shall at its own expense: (a) procure Customer, its Representatives and/or end user's right to continue using the Goods/Services; (b) replace with substantially equivalent non-infringing Goods/Services; or (c) modify the Goods/Services in compliance with Applicable Laws so it becomes non-infringing.

(D) Supplier expressly and specifically waives its immunity under applicable workers' compensation and/or industrial insurance laws regarding liability against Customer, its Affiliates or its or their end users for Claims brought by Supplier's employees against any of them.

10. Confidentiality.

(A) Both during and after the term of this Purchase Order, the Parties will treat as confidential all information in any form (including copies or restatements thereof) relating to, without limitation, the Intellectual Property, know-how, Items, businesses, operations, finances, pricing, forecasts, projections, analyses, systems, user identification numbers or passwords of a Party, and/or commercial, marketing, research and development, or other plans and strategies, end user and/or vendor information of a Party hereto marked "Confidential" or other similar markings ("Confidential Information"). Customer has the right to share confidential information with its Affiliates and Representatives, customers in connection with transactions involving or related to the Goods and Services provided hereunder, provided those recipients are subject to the same confidentiality obligations set forth herein.

(B) Recipient shall refrain from disclosing and/or using disclosing party's Confidential Information other than to perform its obligations under the Purchase Order. Recipient shall be responsible for any breach of the confidentiality obligations hereunder by its Affiliates or Representative(s). These confidentiality restrictions shall not apply to information which (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Purchase Order; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing. An individual who is a Supplier Representative will be immune from liability for the confidential disclosure of trade secrets (i) to a governmental agency to report a suspected violation of law or (ii) to a court, if the individual complies with the Defend Trade Secrets Act, 18 U.S.C. Section 1833(b).

(C) The Parties will return or destroy Confidential Information of each other within ten (10) days of receipt of a written request, or upon expiration or termination of this Purchase Order. Disclosing Party shall be entitled to specific performance and injunctive relief

(including any other remedies at law or in equity) plus reasonable attorneys' fees and court costs incurred in pursuing a breach of this Section.

11. Representations, Warranties and Covenants.

In addition to warranties set forth elsewhere in this Purchase Order, Supplier for itself and on behalf of its Affiliates and Representatives hereby represents and warrants for the term of the Purchase Order as follows:

(A) None of Supplier, its Affiliates or Representatives is the target of or designated under any sanctions program that is established by statute or regulation of the United States, by Executive Order of the President of the United States, or by designations of any department or agency of the United States government including but not limited to those designations reflected in the "list of Specially Designated Nationals and Blocked Persons" of the Office of Foreign Asset Control, U.S. Department of the Treasury;

(B) Supplier's Representatives are legally authorized to work in the United States and Supplier shall complete as required by Applicable Law the Department of Labor's Form I-9 and to retain it for the statutorily designated period and, if requested by Customer, Supplier shall provide copies of such Forms I-9 to Customer unless such disclosure shall be prohibited by Applicable Law;

(C) For Services provided at Customer's, its end user or third party's premises, Supplier has examined the worksite in order to acquaint itself with the local conditions, including applicable regulations codes, permits, licenses, registrations, environmental standards, and notification requirements concerning site safety and/or security; and

(D) Supplier has not and will not, absent prior written approval from Customer, take any actions that: (i) create, or purport to create, any obligation on behalf of Customer, or (ii) grant, or purport to grant, any rights or immunities to any third party under Customer's intellectual property or proprietary rights.

12. Environment, Health and Safety.

(A) Supplier and its Representatives shall, in addition to other obligations set forth in this Purchase Order (i) comply with Applicable Laws concerning health, the environment, safety, or pertaining to or regulating pollutants, contaminants, or hazardous, toxic or radioactive substances, materials or wastes, including without limitation the handling, transportation and disposal thereof, or governing or regulating the health and safety of personnel, including but not limited to the Occupational Safety and Health Act of 1970, the Resource Conservation and Recovery Act, and the Toxic Substance Control Act ("TSCA"), as amended (collectively referred to as "EHS Laws") (pollutants, contaminants, substances, materials or wastes as defined under EHS Laws shall be referred to collectively as "Hazardous Materials"); (ii) ensure that Goods/Services comply at all times with EHS Laws, (iii) mitigate hazards to the environment and to the health and safety of persons, (iv) ensure the Goods/Services, and any and all parts, components, or material thereof, bear all markings, labels, warnings, notices or other information required under applicable EHS Laws, (v) select and use only equipment, including but not limited to personal protection equipment, that comports with EHS Laws, train its Representatives in the use of such equipment in a safe and lawful manner, and maintain such equipment in good working order at all times, (vi) afford Customer and/or its Representatives access to all records pertaining to environmental, health and safety matters, in any form, pursuant to Customer's audit rights herein, (vii) immediately notify Customer of any incident involving death, injury or damage to any person or property in connection with the Purchase Order, (viii) upon Customer's request, conduct an incident investigation or support such investigation (at Supplier's expense)

conducted by Customer, (ix) notify Customer, its end user and/or its or their Representatives of any solid or hazardous waste (as so defined under EHS Laws) generated in the course of Supplier or its Representative's providing Goods/Services at a Work Site.

13. Termination.

(A) Customer may suspend or terminate for its convenience this Purchase Order upon written notice to Supplier and, upon receipt of notice, Supplier and its Representatives shall, in addition to complying with the requirements of such notice, immediately (i) stop production and delivery of all Goods/Services, (ii) accept no orders for Goods/Services and (iii) protect all Goods/Services under Supplier's control in which Customer may have a full/partial interest. In the event of a suspension, Supplier shall not resume until the suspension terminates as set forth in Customer's notice. For a terminated Purchase Order, Supplier will provide Customer with written evidence of any costs, if any, Supplier incurred resulting from the termination for convenience within thirty (30) days from the effective date of termination. If the Parties are unable to agree on compensation for such termination, Supplier shall be paid a reasonable termination charge consisting of a percentage of the Purchase Order price reflecting the percentage of work performed prior to the notice of termination plus the actual direct costs resulting from termination, with such total amount not to exceed the Purchase Order price.

(B) Without limiting any other termination rights of the Customer set forth in these Terms, a Party may terminate this Purchase Order for cause upon thirty (30) days prior written notice in the event the other Party hereto ("Non-Terminating Party") (i) materially breaches this Purchase Order and fails to cure the breach within this thirty (30) day period or (ii) becomes insolvent, ceases business as a going concern, becomes unable to pay its debts generally as they become due; has a petition for an order for relief under the bankruptcy/insolvency laws or for reorganization, composition, adjustment or other relief of debtors, makes an assignment for the benefit of creditors, has a receiver or liquidator appointed for such Non-Terminating Party or a court of competent jurisdiction orders the winding up or liquidation of the affairs of the Non-Terminating Party.

(C) This Purchase Order may be terminated by Customer without penalty immediately upon written notice to Supplier if Supplier or its Representatives violate any EHS Laws or Foreign Trade Regulations.

(D) Without limiting Customer's other rights or remedies, if Customer terminates this Purchase Order under (B) or (C) hereof, (i) Supplier shall immediately perform its obligations in (A)(i) through (iii) hereof, (ii) Customer may procure Goods/Services from alternative sources without obligation to Supplier, (iii) Supplier shall pay Customer any additional direct or indirect costs incurred for re-procured Goods/Services and (iv) Customer or its Representatives may enter upon Supplier's premises during business hours to take possession of and remove Customer Furnished Property and Goods to which title has passed to Customer. Regardless of the reason for termination, Customer's total liability to Supplier related to such termination shall not exceed the Purchase Order price of the Goods/Services to which such termination applies.

14 . Open Source Software.

Supplier shall inform Customer no later than three (3) days following receipt of the Purchase Order, whether the Goods/Services include "Open Source Software." As used herein "Open Source Software" means any software that is licensed royalty-free (i.e., fees for exercising the licensed rights are prohibited, whereas fees for reimbursement of costs incurred by licensor are generally permitted) under any license terms or other contract terms ("Open License Terms") which require, as a condition of modification and/or

distribution of such software and/ or any other software incorporated into, derived from or distributed with such software ("Derivative Software"), either of the following: (i) that the source code of such Software and/or any Derivative Software be made available to third parties; or (ii) that permission for creating derivative works of such Software and/or any Derivative Software be granted to third parties. If Open Source Software is included, Supplier shall deliver to Customer, not later than the date of order confirmation, (i) a schedule of all Open Source Software files used, indicating the relevant license and including a copy of the complete text of such license; (ii) the source code of the Open Source Software; and (iii) a written declaration that Customer's intended use of the Open Source Software will not be subject to a "Copyleft Effect" which means the Open License Terms require that certain of the Supplier's products, as well as products derived thereby, may only be distributed further in accordance with the terms of the Open License Terms. Should Supplier not inform Customer of Open Source Software or otherwise breach this Section, it shall be a material breach and Supplier shall indemnify and defend Customer, its Representatives and Customer's end user(s) from all Claims arising from such breach, and Customer shall be entitled to cancel the Purchase Order without penalty.

15. Export Control and Foreign Trade Regulations.

(A) For all Goods to be delivered and Services to be provided according to this Purchase Order, Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations") and shall obtain all necessary export licenses, unless Customer or any party other than Supplier is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations. At the request of Customer, Supplier shall advise in writing, not later than three (3) days of request, the necessary information required to comply with applicable Foreign Trade Regulations; including re-export limitations in case of resale. To extent Supplier is requested to deliver Goods/Services regulated under the Arms Export Control Act or the Atomic Energy Act, Supplier shall advise Customer in advance of order or contract acceptance. Regardless, and upon delivery, Supplier shall provide Customer for each Good and Service delivered the following trade data as applicable: (i) "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) or the Munitions List Category Designation according to the US International Traffic in Arms Regulations, and all other export control list numbers;(ii) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; (iii) the country of origin (non-preferential origin); and (iv) Supplier's declaration for preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers) or preferential certificates (in case of European suppliers) or preferential certificates (in case of non-European suppliers) such as NAFTA certificates of origin. Supplier shall be liable for any expenses and/or damage incurred by Customer due to any breach of its obligations under this Section. In the event Supplier has knowledge of any alterations to origin and/or characteristics of the Goods/Services and/or to the applicable Foreign Trade Regulations, it shall notify the Customer not later than three (3) days upon discovery. Supplier shall be liable for any expenses and/or damages incurred by Customer due to the lack of or inaccuracy of said Export Control and Foreign Trade Data. Customer shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

(B) Supplier and its Representatives (including but not limited to distributors, re-Suppliers, and freight forwarders) shall ensure that Goods meeting the definition of "Hazardous Materials", "hazardous goods", "dangerous goods" or "hazardous chemical substances" under Applicable Laws are packaged, labeled, stored, used, handled and transported as required by such laws.

16. C-TPAT and Security in the Supply Chain.

Supplier, its Affiliates and Representatives, when providing Goods/Services to the Customer internationally, shall support the efforts of the Customer regarding security in the supply chain, as directed by the World Customs Organization SAFE Framework of Standards, US Customs & Border Protection C-TPAT standards or any other applicable customs trade security programs (e.g. AEO). Upon request, Supplier agrees to provide Customer's declaration on security in the supply chain or other documentation recognizing Supplier's participation in a national customs supply chain security program. The Supplier agrees to allow Customer or a Representative to reasonably verify adherence to the declaration's statements including to on-site inspections. If Customer has identified that Supplier has not fulfilled obligations set forth in this Section, the Parties shall mutually agree on a remediation plan. If Supplier fails to comply with a mutually agreed remediation plan, the Customer may terminate this Purchase Order without liability. Supplier, its Affiliates and Representatives shall, if applicable, comply with United States Importer Security Filing (ISF) requirements, also known as 10+2, which requires Supplier to submit specific information for all its ocean shipments destined for US ports pursuant to US Customs Border Protection (CBP) regulations. If Supplier, its Affiliates or Representatives fail to provide complete and accurate information to the ISF filing agent identified by Customer pursuant to CBP regulations, such failure may result in delays, detention of the cargo or of the ocean vessel, or liquidated damages charged by US Customs Border Protection.

17. Cincinnati Gearing Systems Code of Conduct.

Supplier shall comply with the principles and intent of the "Code of Conduct for Cincinnati Gearing Systems Suppliers and Third Party Intermediaries" below. If and as requested by Customer, Supplier shall not more than once a year (at its option) provide to Customer either

(A) a written self-assessment in the form provided by Customer or

(B) a written report approved by Customer describing the actions taken or to be taken by Supplier to assure compliance with the Code of Conduct. In addition to any other rights and remedies Customer may have, in the event of (i) Supplier's material or repeated failure to comply with the Code of Conduct or (ii) Supplier's denial of Customer's right of inspection as provided for in the paragraph of this Section, after providing Supplier reasonable notice and a reasonable opportunity to remedy, Customer may terminate this Purchase Order without any liability whatsoever. Material failures include, but are not limited to, incidents of child labor, corruption and bribery, and failure to comply with environmental protection requirements. The notice and remedy provisions herein shall not apply to material failures set forth in the preceding sentence.

CINCINNATI GEARING SYSTEMS CODE OF CONDUCT

At Cincinnati Gearing Systems, Inc., we stand firmly behind the three core values that shape and guide us in our daily operations and relationships: Do What's Right, Respect Others, and Perform with Excellence. These simple yet essential values ensure that we conduct ourselves with the utmost integrity, delivering high quality products while following all applicable laws, regulations, and standards of business conduct, and avoiding even the appearance of impropriety. It's what our customers and shareholders expect. We are committed to meet those expectations, and we in turn trust that all of our suppliers and partners will honor the same values.

NON-DISCRIMINATION

We expect our suppliers to provide equal employment opportunity to employees and applicants for employment without regard to race, ethnicity, religion, color, sex, national origin, age, military veteran status, ancestry, sexual orientation, gender identity or expression, marital status, family structure, genetic information, or mental or physical disability, so long as the essential functions of the job can be performed with or without reasonable accommodation.

CONFLICT MINERALS

We expect our suppliers to take reasonable steps to avoid in their products the use of conflict minerals (tin, tantalum, gold, and tungsten); which directly or indirectly finance

armed groups who violate human rights and if so, implement supply chain due diligence processes to identify sources of these minerals.

ENVIRONMENT

We expect our suppliers to operate in a manner that actively manages risk, conserves natural resources, and minimizes environmental pollution in accordance with applicable statutory and international standards regarding environmental protection.

EMPLOYEE HEALTH AND SAFETY

We expect our suppliers to comply with applicable safety and health laws, regulations, policies, and procedures and provide for the health, safety, and welfare of their people, visitors, and others who may be affected by their activities.

HARASSMENT

We expect our suppliers to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination; to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive, psychological or exploitative.

DRUG FREE WORKPLACE

We expect our suppliers to maintain a workplace free from illegal drugs, alcohol and abuse of narcotic prescriptions.

LAWS, REGULATIONS AND CONTRACTS

Our suppliers must, at a minimum, perform all duties and expectations in compliance with all laws and regulations applicable to their business. Suppliers must comply with all flow down terms, conditions, and other provisions specified in our purchase order. When performing international business, or if the primary place of business is outside of the United States, suppliers must comply with local laws and regulations.

ANTI-CORRUPTION

We have a zero-tolerance policy for corruption, and prohibit anyone conducting business on our behalf, including suppliers, from offering or making any improper payments of money or anything of value to government officials, political parties, candidates for public office, or other persons. This includes the offer and/or receipt of any bribe or kickback to and/or from any customer, supplier or others. Our policy specifically prohibits facilitating payments (payments made to expedite or secure performance of a routine governmental action like obtaining a visa or customs clearance), but allows personal safety payments where there is an imminent threat to health or safety. Our suppliers must comply with the anti-corruption laws that govern operations in the countries in which they do business, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.

GIFTS/BUSINESS COURTESIES

We compete on the merits of our products and services and do not use the exchange of business courtesies to gain an unfair competitive advantage. We expect the same of our suppliers in the offering or receipt of any gift or business courtesy, including cash and cash equivalents. In particular, note that our employees who are in any way involved in procurement decisions are subject to even more strict limitations, and may not accept any business courtesies, with the exception of very low value promotional items. In any business relationship, our suppliers must ensure that the offering or receipt of any gift or business courtesy is permitted by law and regulation; does not violate the rules and standards of the recipient's organization; is consistent with reasonable marketplace customs; and will not adversely impact the reputation of Cincinnati Gearing Systems, Inc.

CONFIDENTIAL/PROPRIETARY INFORMATION

Our suppliers should take proper care to protect all sensitive information, including confidential, proprietary, and personal information. Information should not be used for any purposes beyond the scope of the business arrangement with our company, without prior authorization.

FINANCIAL RESPONSIBILITY / ACCURATE RECORDS

We expect our suppliers to accurately record, maintain, and report business documentation, including but not limited to, financial accounts, quality reports, time records, expense reports, resumes and submissions to Cincinnati Gearing Systems, Inc., the customer or regulatory authorities.

HUMAN RIGHTS

We expect our suppliers to treat people with respect and dignity, encourage diversity and diverse opinions, promote equal opportunity for all, and help create an inclusive and ethical culture.

HUMAN TRAFFICKING

We expect our suppliers to not engage in the use of forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery, or trafficking of persons. This includes transporting, harboring, recruiting, transferring, or receiving vulnerable persons by means of threat, force, coercion, abduction, or fraud for the purpose of exploitation.

CHILD LABOR

We expect our suppliers to ensure that child labor is not used in the performance of work. The term "child" refers to any person under the minimum legal age for employment where the work is performed.

REPORTING

Employees of our suppliers should have access to an adequate avenue of raising issues or concerns without fear of retaliation.

SUPPLIER DIVERSITY

As supply chain requirements vary by country, our suppliers should be mindful that we often have customer-directed supplier inclusion goals that may necessitate use of in-country supply channel providers both by us and our suppliers. These may additionally be defined as small business, small disadvantaged business, woman owned small business, HUBZone certified business, veteran owned business, service disabled veteran owned small business, small/medium size business, or aboriginal business.

CODES OF CONDUCT & SUB-TIER SUPPLIERS

Commensurate with the size and nature of their business, we expect our suppliers to have management systems in place to support compliance with laws, regulations, and expectations related to or addressed expressly within the Supplier Code of Conduct. We encourage our suppliers to implement their own written code of conduct, and to flow down the principles of a code of conduct to the entities that furnish goods and services to the supplier.

FAIR COMPETITION / ANTI-TRUST / INTELLECTUAL PROPERTY RIGHTS

We expect our suppliers to conduct business in accordance with all applicable anti-trust or anti-competition laws and regulations. This includes avoiding business practices such as entry into arrangements that unlawfully restrain competition; improper exchange of competitive information; price fixing, bid rigging, or improper market allocation. This includes respecting and protecting the intellectual property rights of others.

CONFLICTS OF INTEREST

We expect our suppliers to avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest in their dealings with Cincinnati Gearing Systems, Inc. We expect our suppliers to report to Cincinnati Gearing Systems, Inc., any situations of potential or apparent conflicts between their personal interests and the interests of Cincinnati Gearing Systems, Inc.

EXPORT/IMPORT CONTROL

We expect our suppliers to ensure that their business practices are in accordance with all applicable laws and regulations governing the export and import of domestic and foreign origin parts and components and related technical data.

COUNTERFEIT PARTS

We expect our suppliers to develop, implement, and maintain methods and processes appropriate to their products and services to minimize the risk of introducing counterfeit parts and materials into deliverable products. Effective processes should be in place to detect counterfeit parts and materials, and mark parts obsolete as appropriate.

18. Force Majeure.

A Party shall notify the other Party hereto in writing within seventy-two (72) hours of the knowledge of and/or occurrence of a Force Majeure event and neither Party shall be considered to be in default of this Purchase Order if and to the extent that its failure or delay in performance is actually caused by Force Majeure. "Force Majeure" means acts of God or nature, acts of civil or military authority, fires, floods, epidemic, war, or like occurrences that are beyond the control and without the fault of either Party. Strikes or other labor troubles involving a Party or its Representatives shall not constitute Force Majeure. A Party shall use commercially reasonable efforts to mitigate the effect of such Force Majeure and relief granted to the Party experiencing Force Majeure shall be limited to an extension of the time of performance. If Supplier experiences a Force Majeure Event for more than ninety (90) days, Customer shall have the right to terminate the Purchase Order, and is entitled to a refund of all monies paid to Supplier subject to costs approved in advance by Customer in writing.

19. Compliance with Laws. The Parties and their Representatives shall comply with all applicable laws and regulations, including but not limited to Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14 thereof (collectively the "FLSA"), as well as all other laws relating to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Goods and/or Services ("Applicable Laws"). In addition, Supplier shall obtain all required licenses, permits, authorizations, registrations or approvals required with respect to the provision of Goods and/or performance of Services hereunder.

20. General.

(A) Software Maintenance/Support. If Supplier provides software maintenance or support service, such service shall be the subject of an Exhibit.

(B) Audit. Supplier and its Representatives shall maintain accurate and complete records of all contracts, papers, correspondence, copybooks, applications, accounts, invoices, and/or other information relating to this Purchase Order (collectively "Records") in accordance with recognized commercial accounting practices and retain Records for a period of seven (7) years after the later of (i) last delivery of Goods/Services or (ii) expiration of the Term of

this Purchase Order unless a longer period is required under Applicable Law for the applicable Goods/Services.

(C) Insurance and Expenses. Supplier and its Representatives shall comply with the insurance requirements set forth below. Neither Supplier nor its Representatives shall incur any expense unless it has been authorized in advance by Customer.

INSURANCE

Worker's Compensation Insurance in accordance with the statutory requirements of the location in which the Purchase Order is performed. If there is an exposure to injury to Supplier's employee under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage required by law shall be provided for same.

Employer's Liability Insurance with the following limits of liability:

- \$1,000,000 for each occurrence;
- \$1,000,000 Disease Policy
- \$1,000,000 Each Employee.

Commercial General Liability Insurance, in occurrence coverage form, with minimum limits of \$5 million per occurrence, including the following coverages:

- Products and Completed Operations
- Contractual Liability insuring the obligations assumed by Supplier under this Purchase Order
- Premises/Operations
- Underground, Undermining, Explosion and Collapse (XCU) Hazard,
- Supplier's Contractor's Protective Liability
- Broad Form Property Damage (including Completed Operations)

Automobile Liability Insurance, including coverage for owned, hired, and non-owned automobiles and trucks used by or on behalf of the Supplier providing insurance for bodily injury, liability and property damage liability with minimum limits for each type of coverage of \$5,000,000 per occurrence.

(D) Assignment; Successors. Neither Party may assign all or part of this Purchase Order, or any rights or obligations hereunder, without the prior written consent of the other Party; but either Party may assign its rights and obligations, without recourse or consent, to any Affiliate or Affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a Party's assets). However, Supplier shall not assign this Purchase Order to (i) a competitor; (ii) an entity in litigation with Customer or its Affiliates; or (iii) an entity lacking the capability to satisfy Supplier's obligations.

(E) Subcontracting. Supplier shall be solely responsible for the proper selection, supervision, acts and omissions of its Affiliates and Representatives.

(F) Other Terms and Amendments. The terms and conditions contained in any sales order, acknowledgment, invoice, website, letter, writing, software or file (or website terms of use), or other document or medium shall not be applicable or amend this Purchase Order nor bind the Parties hereto or their Affiliates or Representatives. This Purchase Order, including these Terms, may only be amended by a change order or amendment pursuant to Section 1B.

(G) Government Contracts. When the Goods/Services are to be used in the performance of a contract or subcontract with a governmental authority, applicable government contract requirements attached to this Purchase Order shall apply and are incorporated herein by reference.

(H) Set-Off. Customer shall have the right to set-off and deduct from Supplier's invoice(s) related to this Purchase Order any amount(s) owed by Supplier to Customer.

(I) Relationship of the Parties. Supplier, its Affiliates and Representatives are independent contractors of Customer and nothing herein shall be construed as creating any other relationship.

(J) Governing Law/Jurisdiction. All matters arising out of or in connection with this Purchase Order, including the construction and interpretation thereof, shall be governed by the federal laws, rules, regulations and executive orders of the United States and the laws

of the State of Ohio without regard to conflicts of laws principles. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods if otherwise applicable. Each Party agrees that claims and disputes arising out of this Purchase Order must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Party maintains its principal place of business. Each Party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes. EACH PARTY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS PURCHASE ORDER.

(K) Publicity. No Party hereto shall refer to or use, or permit any persons to refer to or use, any other Party's name, trademarks, service marks or logos in any advertising, promotional materials, press releases or other publicity without obtaining the prior written consent of the applicable Party.

(L) Non-Exclusive Remedies and Non-Waivers. Failure of any Party to enforce its rights under this Purchase Order shall not constitute a waiver of such rights or of any other right under this Purchase Order or Applicable Law. The rights and remedies of the Parties herein shall not be exclusive and are in addition to any other rights and remedies provided by Applicable Law or in equity.

(M) Severability. If any provision of this Purchase Order is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

(N) Survival. The Confidentiality, Indemnification, Warranty, Intellectual Property, Title and Risk of Loss, Termination, Export Control and Foreign Trade Regulations, General Provisions and any provision, which contemplates performance or observance subsequent to termination or expiration shall survive termination or expiration of this Purchase Order.

(O) Affirmative Action. Supplier shall comply with Customer's requirements as promulgated by the U.S. Department of Labor, Office of Federal Contract Compliance Programs set forth below.

Affirmative Action

As a federal contractor/subcontractor, the Customer is required to comply with certain federal regulations, including the regulations promulgated by the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP"). As a federal contractor, the Customer is also required to ensure compliance of the OFCCP by its subcontractors, vendors and suppliers covered under the OFCCP (each, a "Covered Party"). Supplier is hereby notified of Customer's policy related to affirmative action and our mutual OFCCP obligations to the extent Supplier, its subcontractors, vendors or suppliers is a Covered Party.

The Customer is an equal opportunity/affirmative action employer and does not discriminate on the basis of race, color, creed, religion, national origin, ancestry, sex, age, physical or mental disability, marital status, pregnancy, genetic information, sexual orientation, gender identity, protected veteran or military status, or any other consideration not related to the person's ability to do the job or otherwise made unlawful by federal, state or local law in the following employment practices, including among others: recruiting, hiring, placement, transfer, promotion, demotion, selection for training, layoff, termination, shift assignment, determination of service, rates of pay, benefit plans, and all forms of compensation and other personnel actions.

As a federal contractor/subcontractor, the Customer's Covered Parties (including Supplier and its Covered Parties, if applicable) also have an obligation to comply with equal opportunity and affirmative action principles. Therefore, the Customer's Covered Parties (including Supplier and its Covered Parties, if applicable) will take appropriate action in support of these principles. Through our mutual effort and cooperation, we will continue to provide a working environment that appreciates and encourages diversity, promotes equal employment opportunity and is free from any type of discrimination.

Supplier and its Covered Parties, if applicable, shall abide by the requirements of the "Equal Opportunity Clause" in Section 202 of Executive Order 11246. See 41 CFR 60-1.4(a).

The following shall also apply if the Supplier is a Covered Party:

For contracts of \$100,000 or more, Supplier shall comply with the following: This Supplier, contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This

regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

For contracts of \$10,000 or more, Supplier shall comply with the following: This Supplier, contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

(P) Order of Precedence. In the event of a conflict, ambiguity or inconsistency, the following order of precedence of the documents within the Purchase Order shall apply: (i) amendment or change order issued by Customer in accordance with this Purchase Order, (ii) the Purchase Order form, (iii) the applicable Exhibits to the Purchase Order, and (iv) these Terms, or if the Parties have an applicable Master Agreement explicitly referred to in the Purchase Order form, then the terms included in such Master Agreement.

(Q) Complete Agreement and Counterparts. This Purchase Order shall constitute the entire agreement between Customer and Supplier and shall supersede all previous communications, representations, agreements or understandings, whether oral or written, with respect to the subject matter hereof. The headings used in this Purchase Order are for reference and shall not limit or affect the meaning or interpretation of any of the terms hereof. This Purchase Order may be executed in one or more counterparts, and when delivered and executed by both Supplier and Customer shall constitute a single binding agreement.

APPLICABLE CLAUSES

The following clauses are incorporated when this Contract is a Government order. The text of clauses identified in Section C by FAR clause number is subject to the following definitions and to the modifications indicated.

- Contractor - means Seller
- Subcontractor - means Seller's subcontractor
- Contracting Officer - means Buyer's Purchasing Representative

The FAR clauses incorporated herein are the clauses in effect on the date of this Contract unless otherwise indicated.

C-1 52.215-2 AUDIT NEGOTIATION. If the Government is unable or unwilling in a timely manner to conduct any audit of Seller's books and records, an audit may be conducted by a mutually accepted independent certified public accounting firm.

C-2 52.215.22 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA. If this Contract exceeds \$500,000. the obligations which FAR clause 52.215-24 in the Prime contract requires of subcontractors are required of the Seller. In addition to any other remedies provided by law or under this Contract. If Buyer is subjected to any liability as the result of Seller's or its lower-tier subcontractor's failure to comply with the requirements of clause C-4, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (including lost profit) resulting from such failure.

C-3 52.215-23 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATION (APR 1985). If this contract does not exceed \$500,000. the obligations which FAR clause 52.215-25 in the Prime Contract requires of subcontractors are required of Seller. In addition to any other remedies provided by law or under this contract, if Buyer is subjected to any liability as the result of Seller's or its lower-tier subcontractors' failure to comply with the requirements of clause C-5, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (including lost profit) resulting from such failure.

C-4 52.215-24 SUBCONTRACTOR COST OR PRICING DATA (APR 1985). If this Contract exceeds \$500,000. the certificate

required by paragraph (b) is that set forth in FAR 15.804-4, substituting Buyer's name for "Contracting Officer".

C-5 52.215-25 SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS (APR 1985). If this Contract does not exceed \$500,000. the certificate required by paragraph (c) is that set forth in FAR 15.804-4, substituting Buyers name for "Contracting Officer".

C-6 52.216-7 ALLOWABLE COST AND PAYMENT. "Contracting Officer" means Buyer's Purchasing Representative except in paragraph (a), and "by Contracting Officer" is deleted from paragraph (a) and (g) and "Government" means Buyer except in paragraph (b) (1) where it means Government and in paragraph (b) (4) where it means Government or Buyer.

The following is added to paragraph (a):
"Concurrent with the submission to Buyer of said invoice (or voucher) and statement, copies thereof, in such number as may be required by the Government, shall be forwarded by Seller to its cognizant Government audit agency."

Paragraph (d) and (e) are replaced by the following:
"In lieu of actual indirect costs of performance of this Contract, Seller will be reimbursed on the basis of the final overhead rates negotiated between Seller and Government, unless otherwise provided in this Contract. Such overhead rates, basis of application and the period for which they shall apply shall be identical to those agreed upon by Seller and the Government in connection with the performance of Seller, at Seller's operating division where the work is performed, of cost-type contracts currently in force between Seller and the Government at such division. In the event that the Seller is provisionally reimbursed for the indirect costs under such cost-type contracts with the Government on the basis of provisional or billing overhead rates agreed upon for use pending the negotiation of final overhead rates, Seller will be provisionally reimbursed for indirect costs on the basis of such provisional or billing overhead rates."

In paragraph (g) insert "by the Government" after "audited." If the Government is unable or unwilling in a timely manner to conduct any audit of Seller's books and records, an audit may be conducted by a mutually acceptable independent certified public accounting firm.

C-7 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION - GENERAL, but only paragraphs (a) thru (d) of FAR 52.222-4. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.

C-8 52.222-26 Equal Opportunity
(a) Definition. As used in this clause.

"Compensation" means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

"Compensation information" means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

"Essential job functions" means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if—

- (1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or
- (2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

"Gender identity" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.
"Sexual orientation" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.
"United States," means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to—

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5)(i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed,

or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract

Compliance Programs (OFCCP), to employees and applicants by—

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued

under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR part 60-1.

C-9 52.228-7 INSURANCE-LIABILITY TO THIRD PARTIES. Insert "to the extent Buyer is authorized and reimbursed by the Government," between "shall" and "be" in paragraph (c). Insert "and the Buyer's" after "Government's" and "or the Buyer" after "Congress" in paragraph (d). "Contracting Officer" means Contracting Officer and Buyer's Purchasing Representative in paragraph (g) (1). Insert "or Buyer" after "Government" in paragraph (g) (2) and (g) (3). Upon request of Buyer, Seller shall provide Buyer with reasonable evidence of the insurance required hereunder.

C-10 52.249-14 EXCUSABLE DELAYS. "Contracting Officer" means Buyer's Purchasing Representative and "Government" means Buyer except in example (2) in paragraph (a). Add "acts of Buyer" to the list of examples in paragraph (a).

Additional Clauses

The following clauses are incorporated when this Contract is a Government order. The text of clauses identified in Section D by FAR clause number is subject to the following definitions and to the modifications indicated.

- Contractor - means Seller
- Subcontractor - means Seller's subcontractor
- Contracting Officer - means Buyer's Purchasing Representative

The FAR clauses incorporate herein are the clauses in effect on the date of this Contract unless otherwise indicated. These clauses are applicable where required by contract dollar amount and/or regulation. Other clauses, required by specific Government contract(s), make also apply.

Far 52.203-3 Gratuities

Far 52.203-5 Covenant Against Contingent Fees

Far 52.203-6 Restrictions On Subcontractor Sales To The Government

Far 52.203-7 Anti-Kickback Procedures

Far 52.203-11 Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions

Far 52.203-12 Limitation On Payments To Influence Certain Federal Transaction

Far 52.204-2 Security Requirements

Far 52.208-1 Required Sources For Jewel Bearings And Related Items

Far 52.209-6 Protecting The Governments Interest When Subcontracting With Contractors Debarred, Suspended Or Proposed For Debarment

FAR 52.210-5 News material

FAR 52.212-8 defense priority allocation requirements

FAR 52.212-13 Stop Work Order

FAR 52.214-26 Audit - Sealed bidding

FAR 52.214-27 Price Reduction For Defective Cost Or Pricing Data Modifications Sealed Bidding

FAR 52.214-28 Subcontractor Cost Or Pricing Data - Modifications Sealed Bidding FAR 52.215-1 Examination Of Records By Comptroller General

FAR 52.215-2 Audit - Negotiation

FAR 52.215-22 Price Reduction For Defective Cost Or Pricing Data

FAR 52.215-24 Subcontractor Cost Or Pricing Data

FAR 52.215-25 Subcontractor Cost Or Pricing Data - Modifications

FAR 52.215-26 Integrity Of Unit Price
FAR 52.215-27 Termination Of Defined Benefit Pension Plans
FAR 52.215-39 Reversion Of Adjustment Of Plans For Postretirement Benefits Other Than Pensions (PRB)
FAR 52.216-5 Price Redetermination - Prospective
FAR 52.216-6 Price Redetermination - Retroactive
FAR 52.216-7 Allowable Cost And Payment
FAR 52.216-8 Fixed Fee
FAR 52.216-16 Incentive Price Revision - Firm Target
FAR 52.216-17 Incentive Price Revision - Successive Target
FAR 52.219-8 Utilization Of Small Business Concerns And Small Disadvantaged Business Concerns
FAR 52.219-9 Small Business And Small Disadvantaged Business Subcontracting Plan
FAR 52.220-3 Utilization Of Labor Surplus Area Concerns
FAR 52.220-4 Labor Surplus Area Subcontracting Program
FAR 52.222-1 Notice To The Government Of Labor Disputes
FAR 52.222-2 Payment For Overtime Premiums
FAR 52.222-4 Contact Work Hours And Safety Standards Act Overtime Compensation
FAR 52.222-6 Davis - Bacon Act
FAR 52.222-7 Withholding Of Funds
FAR 52.222-8 Payrolls And Basic Records
FAR 52.222-9 Apprentices And Trainees
FAR 52.222-10 Compliance With Copeland Act Requirements
FAR 52.222-11 Subcontracts (Labor Standards)
FAR 52.222-12 Contract Termination - Debarment
FAR 52.222-13 Compliance With Davis - Bacon And Related Act Regulations FAR 52.222-14 Disputes Concerning Labor Standards
FAR 52.222-15 Certification Of Eligibility
FAR 52.222-20 Walsh-Healey Public Contracts Act
FAR 52.222-21 Certification Of Non segregated Facilities
FAR 52.222-22 Previous Contracts And Compliance Reports
FAR 52.222-23 Notice Of Requirements For Affirmative Action To Ensure Equal Employment Opportunity
FAR 52.222-26 Equal Opportunity
FAR 52.222-27 Affirmative Action Compliance Requirements for Construction FAR 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans FAR 52.222-36 Affirmative Action for Handicapped Workers
FAR 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era.
FAR 52.222-41 Service Contract Act of 1965, as Amended
FAR 52.223-1 Clean Air and Water Certification
FAR 52.223-2 Clean Air and Water
FAR 52.223-3 Hazardous Material Identification and Material Safety Data FAR 52.223-6 Drug Free Workplace
FAR 52.223-7 Notice of Radioactive Materials
FAR 52.224-2 Privacy Act
FAR 52.225-5 Buy American Act - Construction Materials
FAR 52.225-10 Duty Free Entry
FAR 52.225-11 Restrictions on Certain Foreign Purchases
FAR 52.227-11 Authorization and Consent
FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright infringement FAR-52.227-3 Patent Information
FAR 52.227-5 Waiver of Indemnification
FAR 52.227-8 Reporting of Royalties (Foreign)
FAR 52.227-9 Refund of Royalties
FAR 52.227-10 Filing of Patent Applications - Classified Subject Matter FAR 52.227-11 Patent Rights - Retention by the Contractor (short form)
FAR 52.227-12 Patent Rights - Retention by the Contractor (long form) FAR 52.227-13 Patent Rights - Acquisition by the Government
FAR 52.227-14 Rights in Data - General
FAR 52.227-16 Additional Data Requirements
FAR 52.227-17 Rights in Data - Special Works
FAR 52.227-18 Right in Data - Existing Works
FAR 52.227-19 Commercial Computer Software - Restricted Rights
FAR 52.227-20 Rights in Data - SBIR Program
FAR 52.227-21 Technical Data Certification, Revision and Withholding of Payment FAR 52.227-22 Major System - Minimum Rights
FAR 52.227-23 Rights to Proposal Data
FAR 52.228-3 Worker's Compensation Insurance (Defense Base Act)
FAR 52.228-4 Worker's Compensation and War - Hazard Insurance Overseas FAR 52.228-5 Insurance - Work on a Government Installation
FAR 52.229-10 State of New Mexico Gross Receipts and Compensating Tax FAR 52.230-2 Cost Accounting Standards
FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices FAR 52.230-4 Consistency in Cost Accounting Practices
FAR 52.230-5 Administration of Cost Accounting Standards
FAR 52.232-12 Advanced Payments
FAR 52.232-16 Progress Payments
FAR 52.232-20 Limitation of Cost
FAR 52.232-27 Prompt Payment for Construction Contracts
FAR 52.233-3 Protest After Award
FAR 52.236-6 Superintendence by the Contractor
FAR 52.236-12 Cleaning Up
FAR 52.236-13 Accident Prevention
FAR 52.236-21 Specifications and Drawings for Construction
FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation FAR 52.237-7 Indemnification and Medical Liability Insurance
FAR 52.243-1 Changes
FAR 52.243-2 (Alternate V) Changes - Cost - Reimbursement
FAR 52.243-6 Change Order Accounting
FAR 52.243-7 Notification of Changes
FAR 52.244-1 Subcontractors (Fixed Price Contracts)
FAR 52.244-2 Subcontractors (Cost - Reimbursement and Letter Contracts)
52.245-1 Government Property
FAR 52.245-1 (b) Property management.
(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).
(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).
(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.
(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self-assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.
FAR 52.245-1 (f)(1)(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system. FAR 52.245-2 Government Property (Installation Operation Services)" is in fixed-price service contracts to be performed on a Government installation when Government furnished property will be provided for initial provisioning only and the Government is not responsible for repair or replacement. Since you're not on a government installation, this wouldn't apply.

FAR 52.245-3 thru 52.245-8 and 52.245-10 thru 52.245-19 are Reserved.

52.245-9 Use and Charges

FAR 52.246-2 Inspection of Supplies - Fixed Price

FAR 52.246-6 Inspection of Research and Development Cost - Reimbursement FAR 52.246-21 Warranty of Construction

FAR 52.246-23 Limitation of Liability

FAR 52.246-24 Limitation of Liability - High Value Items

FAR 52.246-35 Limitation of Liability - Services

FAR 52.247-63 Preference for U.S. Flag Air Carriers

FAR 52.247-64 Preference for Privately Owned U.S. Flag

Commercial Vessels FAR 52.248-1 Value Engineering

FAR 52.248-3 Value Engineering - Construction

FAR 52.249-1 Termination for Convenience

FAR 52.249-5 Termination (Cost - Reimbursement)

DFAR252.203-7001 Special Prohibition on Employment

DFAR252.203-7002 Statutory Compensation Prohibitions and

Reporting Requirements Relating to Certain Former Department of

Defense (DOD) Employees

DFAR252.203-7003 Display of DOD Hotline Poster

DFAR252.204-7000 Disclosure of Information

DFAR252.204-7005 Overseas Distribution of Defense Subcontracts

DFAR252.205-7000 Release of Information to Cooperative

Agreement Holders

DFAR252.208-7000 Required Sources for Miniature and Instrument

Ball Bearings DFAR252.208-7001 Required Sources for Precision

Components and Mechanical Time Devices

DFAR252.208-7002 Required Sources for High Purity Silicon

DFAR252.208-7003 Required Sources for High Carbon

Ferrochrome DFAR252.208-7005 Required Sources for Forging

and Welded Shipboard Anchor Chain Items

DFAR252.208-7006 Required Sources for Anti-Friction Bearings

DFAR252.209-7000 Acquisition from Subcontractors Subject to On

Site Inspection Under the Intermediate Range Nuclear Forces (INF)

Treaty

DFAR252.209-7001 Acquisitions from Defense Contractors Subject

to On-Site Inspection Under the intermediate Range Nuclear Forces

(INF) Treaty

DFAR252.210-7003 Acquisition Streamlining

DFAR252.211-7007 Reporting of Government-Furnished Property

DFAR252.211-7011 Audit of Contract Modifications-Commercial

Items DFAR252.211-7021 Clauses to be included in Contracts with

Subcontractors and Suppliers-Commercial Items

DFAR252.222-7000 Restrictions on Employment of Personnel

DFAR252.223-7002 Safety Precautions for Ammunition and

Explosives DFAR252.223-7004 Drug Free Work Force

DFAR252.223-7005 Hazardous Waste Liability

DFAR252.225-7008 Supplies to be Accorded Duty Free Entry

DFAR252.225-7009 Duty Free Entry Qualifying Country End

Products and Supplies DFAR252.225-701 0 Duty Free Entry

Additional Provisions

DFAR252.225-7014 Preference for Domestic Specialty Metals

DFAR252.225-7016 Restriction on Acquisition of Antifriction

Bearings DFAR252.225-7019 Restriction on Acquisition of Foreign

Anchor and Mooring Chain

DFAR252.225-7020 Restriction on Acquisition of Foreign Anchor

and Mooring Chain Fiscal Years 1989 and 1990

DFAR252.225-7021 Restriction on Acquisition of Foreign Anchor

and Mooring Chain (Fiscal Year 1988)

DFAR252.225-7025 Foreign Source Restrictions

DFAR252.225-7026 Reporting of Contract Performance Outside the

United States DFAR252.225-7032 Waiver of United Kingdom

Levies

DFAR252.225-7037 Duty-Free Entry - NAFTA Country End

Products and Supplies DFAR 252.227-7013 Rights in Technical

Data and Computer Software

DFAR 252.227-7018 Restrictive Markings on Technical Data

DFAR 252.227-7029 Identification of Technical Data

DFAR 252.227-7030 Technical Data - Withholding of Payment

DFAR 252.227-7031 Data Requirements

DFAR 252.227-7037 Validation of Restrictive Markings on

Technical Data

DFAR 252.228-7005 Accident Reporting and Investigation Involving

Aircraft, Missiles, and Space Launch Vehicles

DFAR 252.235-7002 Animal Welfare

DFAR 252.235-7003 Frequency Authorization

DFAR 252.237-7021 Waiver of Limitation on Severance Payments

to Foreign Nations

DFAR 252.239-7010 Audit and Records-Common Carriers

DFAR 252.239-7016 Telecommunications Security Equipment,

Devices, Techniques, and Services

DFAR252.245-7001 Tagging, Labeling, and Marking of

Government-Furnished Property

DFAR252.245-7002 Reporting Loss of Government Property

DFAR252.245-7003 Contractor Property Management System

Administration

DFAR252.245-7004 Reporting, Reutilization, and Disposal

DFAR 252.247-7023 Transportation of Supplies by Sea

DFAR 252.247-7024 Notification of Transportation of Supplies by

Sea

DFAR 252.249-7001 Notification of Substantial Impact on

Employment

DFAR 252.249-7002 Notification of Proposed Program Termination

or Reduction DFAR 252.271-7001 Recovery of Nonrecurring Costs

on Commercial Sales of Defense Products and Technology and of

Royalty Fees for Use of DOD Technical Data