

TELEDYNE SPECIAL TERMS AND CONDITIONS OF PURCHASE – SUPPLEMENT 3

COST TYPE PROCUREMENTS

UNDER U.S. GOVERNMENT PRIME CONTRACTS

The Federal Acquisition Regulation (FAR) and the Department of Defense Federal Acquisition Regulation Supplement (DFARS) clauses referenced below in effect as of the date of the applicable prime contract or higher-tier subcontract are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to Buyer's Order. The Contracts Disputes Act shall have no application to the Buyer's Order. Any reference to a "Disputes" clause shall mean the "Disputes and Arbitration" section of Buyer's General Terms and Conditions of Purchase. Except as noted herein, in the event of a conflict between any terms and/or set forth herein and Buyer's General Terms and Conditions of Purchase, the terms and conditions of these Special Terms and Conditions shall take precedence.

The term "Commercial item(s)" as used herein shall be defined pursuant to FAR 2.101 or DFARS 202.101. In all clauses listed herein, terms shall be revised to suitably identify the party to establish Seller's obligations to Buyer and to the U.S. Government and to enable Buyer to meet its obligations under its prime contract or subcontract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term "Government" and equivalent phrases shall mean "Buyer", the term "Contracting Officer" shall mean "Buyer's Purchasing Representative", the term "Contractor" or "Offeror" shall mean "Seller", the term "Subcontractor" shall mean "Seller's Subcontractor" under Buyer's Order, and the term "Contract" shall mean "Buyer's Order". If any of the following FAR or DFARS clauses do not apply to Buyer's Order pursuant to the associated FAR or DFARS prescribing criteria, such clauses shall be considered to be self-deleting.

1. FAR Clauses

In accordance with 52.252-2, the following clauses are incorporated by reference and apply to Buyer's Order as defined by the respective FAR clause:

(a) **The following FAR clauses apply to Buyer's Order as defined by the respective FAR clause regardless of dollar value:**

- 52.202-1 Definitions
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements of Statements
- 52.204-2 Security Requirements (applicable if access to classified information is required)
- 52.204-9 Personal Identity Verification of Contractor Personnel (applicable if Seller will have physical access to a Federally-controlled facility or a Federal information system)
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (applicable if Federal contract information is received from Seller and is residing in or transiting through its information system during performance of Buyer's Order.)
- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
- 52.208-8 Required Sources for Helium and Helium Usage Data (applicable if performance of Buyer's Order involves a major helium requirement)
- 52.211-5 Material Requirements
- 52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (applicable if Buyer's Order has a DPAS rating)
- 52.211-15 Defense Priority and Allocation Requirements (applicable if Buyer's Order has a DPAS rating)
- 52.216-7 Allowable Cost and Payment (Seller agrees to execute assignment documents in order to comply with subsection (h).)
- 52.216-8 Fixed Fee (only applicable to cost plus fixed fee order)
- 52.216-10 Incentive Fee (only applicable to cost plus incentive fee order)
- 52.216-11 Cost Contract – No Fee (only applicable to cost no fee order)
- 52.216-12 Cost-Sharing Contract – No Fee (only applicable to cost sharing, no fee order)
- 52.219-8 Utilization of Small Business Concerns
- 52.222-26 Equal Opportunity
- 52.222-41 Service Contract Labor Standards (applicable if Buyer's Order is for services subject to the Service Contract Labor statute) (formerly the Services Contract Act of 1965)
- 52.222-50 Combating Trafficking in Persons
- 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements
- 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements
- 52.222-55 Minimum Wages under Executive Order 13658 (applies if subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute)
- 52.222-62 Paid Sick Leave under Executive Order 13706 (applies if subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute)
- 52.223-3 Hazardous Material Identification and Material Safety Data (Alternate I applies if Buyer's Order is for other than the Department of Defense):
- 52.223-6 Drug-Free Workplace
- 52.223-7 Notice of Radioactive Materials
- 52.223-11 Ozone-Depleting Substances
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
- 52.224-1 Privacy Act Notification (applicable when design, development, or operation of a system of records on individuals is required to accomplish an Agency function)
- 52.224-2 Privacy Act (applicable when design, development, or operation of a system of records on individuals subject to the Privacy Act)
- 52.224-3 Privacy Training (applicable only if subcontractor is handling personally identifiable information under the Buyer's Order.)
- 52.225-1 Buy American – Supplies (applies if the Work/product contains other-than U.S. made/domestic products.)
- 52.225-5 Trade Agreements (applies if the Work contains other than U.S. made or designated country end products as specified in this clause)
- 52.225-8 Duty-Free Entry (Only applicable if more than \$15,000 of supplies ordered under the Prime Contract are being imported into the customs territory of the U.S.)
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.225-26 Contractors Performing Private Security Functions Outside the United States (Only applicable if performed outside the U.S. in areas of combat operations or other significant military operations)
- 52.227-9 Refund of Royalties
- 52.227-10 Filing of Patent Applications – Classified Subject Matter (only if Buyer's Order involves or likely to involve classified subject matter)
- 52.227-11 Patent Rights-Ownership by the Contractor (applies all subcontracts for experimental, developmental, or research work)
- 52.227-13 Patent Rights-Ownership by the Government (applies all subcontracts for experimental, developmental, or research work)
- 52.227-14 Rights in Data-General
- 52.227-16 Additional Data Requirements
- 52.227-19 Commercial Computer Software License
- 52.228-3 Workers Compensation Insurance (Applies only when Defense Base Act applies)
- 52.228-5 Insurance – Work on a Government Installation (applies if Seller is required to work on a Government installation)

- 52.232-20 Limitation of Cost (applicable to fully funded orders)
- 52.232-22 Limitation of Funds (applicable to incrementally funded orders)
- 52.232-39 Unenforceability of Unauthorized Obligations
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (applies if Seller is classified as a small business)
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III
- 52.237-2 Protection of Government Buildings, Equipment and Vegetation (Applicable to any work performed on a Government installation.)
- 52.242-1 Notice of Intent to Disallow Costs
- 52.242-3 Penalties for Unallowable Costs
- 52.242-4 Certification of Final Indirect Costs
- 52.242-13 Bankruptcy
- 52.242-15 Stop-Work Order, Alternate 1 applies to Cost reimbursement type contracts)
- 52.243-2 – Changes --Cost Reimbursement
- 52.243-6 Change Order Accounting
- 52.243-7 Notification of Changes
- 52.244-2 Subcontracts
- 52.244-6 Subcontracts for Commercial Items
- 52.245-1 Government Property (applicable if Government furnished property will be used in performance of Buyer's Order)
- 52.245-9 Use and Charges (applicable if Government furnished property will be used in performance of Buyer's Order)
- 52.246-3 Inspection of Supplies -- Cost-Reimbursement
- 52.246-5 Inspection of Services-Cost-Reimbursement
- 52.247-63 Preference for U.S.-Flag Air Carriers
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels
- 52.249-6 Termination (Cost Reimbursement) (excluding any references to the Disputes Clause) (in paragraph (c) "120 days" is changed to "60 days", in paragraph (d) "15 days" is changed to "30 days" and "45 days" is changed to "60 days", in paragraph (e) "1 year" is changed to "6 months", paragraph (j) is deleted, paragraph (l) "90 days" is changed to "45 days". Settlements and payments under this clause may be subject to the approval of the Contracting Officer)
- 52.249-14 Excusable Delays
- (b) **The following additional clauses apply as defined by the respective FAR clause if the value of Buyer's Order is over \$3,500.00 :**
 - 52.222-54 Employment Eligibility Verification (commercial services that are part of the purchase of a commercial off-the-shelf (COTS) item are exempt)
- (c) **The following additional clauses apply as defined by the respective FAR clause if the value of the Buyer's order equals or exceeds the "micro-purchase threshold (\$10,000)**
 - 52.222-21 Prohibition of Segregated Facilities
 - 52.222-19 Child Labor-Cooperation with Authorities and Remedies
 - 52.222-40 Notification of Employee Rights under the National Labor Relations Act
- (d) **The following additional clauses apply as defined by the respective FAR clause if the value of Buyer's Order equals or exceeds \$15,000:**
 - 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (Walsh-Healy Act)
 - 52.222-36 Equal Opportunity for Workers with Disabilities
- (e) **The following additional clause applies if the Buyer is the Prime Contractor with the United States Government and the Buyer's Order equals or exceeds \$30,000:**
 - 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (applicable if Supplier meets thresholds specified in clause)
- (f) **The following additional clause applies as defined by the respective FAR clause if the value of Buyer's Order equals or exceeds \$35,000:**
 - 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (copies of notices provided to USG Contracting Officer are to be provided concurrently to Teledyne.)
- (g) **The following additional clauses apply as defined by the respective FAR clause if the value of Buyer's Order equals or exceeds \$150,000:**
 - 52.222-4 Contract Work Hours and Safety Standards -- Overtime Compensation
 - 52.222-35 Equal Opportunity for Veterans (unless exempted by the rules, regulations, or order of the Secretary of Labor)
 - 52.222-37 Employment Reports on Veterans
 - 52.225-5 Trade Agreements (applies if WTO GPA and FTAs apply and Work is not a U.S.-made end product)
- (h) **The following additional clauses apply as defined by the respective FAR clause if the value of Buyer's Order equals or exceeds the "simplified acquisition threshold" (\$250,000):**
 - 52.203-3 Gratuities
 - 52.203-5 Covenant Against Contingent Fees
 - 52.203-6 Restrictions on Subcontractor Sales to the Government
 - 52.203-7 Anti-Kickback Procedures (except subparagraph (c)(1) of the clause)
 - 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity
 - 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
 - 52.203-16 Preventing Personal Conflicts of Interest (applicable if performing acquisition functions closely associated with inherently governmental functions)
 - 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
 - 52.215-2 Audit and Records-Negotiation (Alternate II applies if Seller is an educational or non-profit institution.)
 - 52.215-14 Integrity of Unit Prices (excluding paragraph (b))
 - 52.215-23 Limitations on Pass-Through Charges
 - 52.217-8 Option to Extend Services
 - 52.217-9 Option to Extend the Term of the Contract
 - 52.222-2 Payment for Overtime Premiums (insert "0%" in paragraph (a) unless indicated otherwise in the order)
 - 52.222-17 Nondisplacement of Qualified Workers
 - 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Self-deleting if Seller is providing solely products)
 - 52.227-1 Authorization and Consent
 - 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
 - 52.244-5 Competition in Subcontracting
 - 52.232-17 Interest
 - 52.248-1 Value Engineering (except as specified in FAR 48.201(a))
- (i) **The following additional clauses apply as defined by the respective FAR clause if the Seller is classified as a Large Business and the value of Buyer's Order equals or exceeds \$700,000:**
 - 52.219-9 Small Business Subcontracting Plan

(j) **The following additional clauses apply as defined by the respective FAR clauses if the value of Buyer's Order is equal to or greater than \$2,000,000: applicable unless Seller is otherwise exempt:**

- 52.214-26 Audit and Records-Sealed Bidding (applicable to sealed bids only)
- 52.214-27 Price Reduction for Defective Cost or Pricing Data-Modifications (applicable to sealed bids only)
- 52.214-28 Subcontractor Certified Cost or Pricing Data-Modifications (applicable to sealed bids only)
- 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data
- 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data-Modifications
- 52.215-12 Subcontractor Certified Cost or Pricing Data
- 52.215-13 Subcontractor Certified Cost or Pricing Data-Modifications
- 52.215-15 Pension Adjustments and Asset Reversions
- 52.215-16 Facilities Capital Cost of Money (applicable if Contract is subject to the Cost Principles of FAR Subpart 31.2 and Seller is proposing facilities capital cost of money in its Offer)
- 52.215-17 Waiver of Facilities Capital Cost of Money (applicable if Contract is subject to the Cost Principles of FAR Subpart 31.2 and Seller did not propose facilities capital cost of money in its Offer)
- 52.215-18 Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other than Pensions
- 52.215-19 Notification of Ownership Changes
- 52.215-20 Requirements for Certified Cost or Pricing Data or Information Other than Cost or Pricing Data
- 52.215-21 Requirements for Certified Cost or Pricing Data or Information Other than Cost or Pricing Data-Modifications
- 52.215-23 Limitations on Pass-Through Charges (see exceptions in FAR 15.408(n)(2)(i)(B)(2)),
- 52.230-2 Cost Accounting Standards (when full CAS coverage applies)
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (when modified CAS coverage applies)
- 52.230-4 Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns (when modified CAS coverage applies)
- 52.230-5 Cost Accounting Standards – Educational Institutions (except paragraph (b) of this clause)
- 52.230-6 Administration of Cost Accounting Standards (applies with 52.203-2, 52.203-3, 52.203-4 or 52-203-5 apply)

(k) **The following additional clauses apply as defined by the respective FAR clause if the value of Buyer's Order equals or exceeds \$5,500,000:**

- 52.203-13 Contractor Code of Business Ethics and Conduct (applies if the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.
- 52.203-14 Display of Hotline Posters (applies if period of performance is more than 120 days)

2. DFARS Clauses (Applicable to Department of Defense (DoD) orders only.)

The following DFARS clauses are incorporated by reference and apply to Buyer's Order as defined by the respective DFARS clause:

(a) **The following DFARS clauses apply as defined by the respective DFARS clause regardless of dollar value:**

- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
- 252.204-7000 Disclosure of Information (applicable if Seller will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public)
- 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (applies if Buyer's Order is for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.
- 252.204-7012 Safeguarding of Covered Defense Information and Cyber Incident Reporting
- 252.204-7015 Notice of Authorized Disclosure of Information to Litigation Support
- 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (applicable if the item(s) delivered by Seller require Government to supply precious metals)
- 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
- 252.211-7003 Item Unique Identification and Valuation
- 252.211-7007 Reporting of Government-Furnished Property (applicable if Seller will use serially managed Government-Furnished Property in the performance of Buyer's Order)
- 252.215-7002 Cost Estimating System Requirements (applies only to large businesses and dollar values reflected in paragraph (c) of this clause)
- 252.223-7001 Hazard Warning Labels (applicable if submission of hazardous material data sheets is required under Buyer's Order)
- 252.223-7002 Safety Precautions for Ammunition and Explosives (applies if ammunition or explosives are furnished, including liquid and solid propellants)
- 252.223-7003 Change in Place of Performance – Ammunition and Explosives (applies if DFARS 252.223.7003 is applicable)
- 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials (applies if Buyer's order requires, may require, or permit Seller access to a DoD installation. Alternate I applicable if included in Prime Contract)
- 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition and Explosives
- 252.223-7008 Prohibition of Hexavalent Chromium
- 252.225-7001 Buy American and Balance of Payments Program (applies in lieu of FAR 52.225-1)
- 252.225-7002 Qualifying Country Sources as Subcontractors
- 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
- 252.225-7008 Restriction on Acquisition of Specialty Metals (applicable to Purchase Orders for the delivery of specialty metals as end items to Buyer or Seller to the extent necessary to ensure compliance of the end products that the Buyer will deliver to the Government when DFARS clause 252.225-7009 is in the prime contract)
- 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (applicable if work contains specialty metals; excludes paragraph (d) and (e)(1).
- 252.225-7013 Duty-Free Entry (Instead of FAR 52.225-8)
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (except for commercial items or items that do not contain ball or roller bearings)
- 252.225-7021 Trade Agreements (Applies if the Work contains other than U.S.-made or qualifying country or designated country-end produces. Applies in lieu of FAR 52.225-5.)
- 252.225-7025 Restriction on the Acquisition of Forgings (Only applied to forging items or for other items that contain forging items.)
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (only applicable for purchase of supplies and services for international military education training and FMS.)
- 252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (Only applicable if carbon, alloy or armor steel plate are to be ordered/delivered to USG-owned facility)
- 252.225-7033 Waiver of United Kingdom Levies (applicable if Buyer's Order is placed with a United Kingdom company at value exceeding \$1M)
- 252.225-7036 Buy American—Free Trade Agreements--Balance of Payments (Applies in lieu of FAR 52.225-3.)
- 252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (applies with Seller's personnel are supporting U.S. Armed Forces deployed outside the United States in (1) contingency operations; (2) Peace operations consistent with Joint Publication 3-07.0; or (3) other military operations or exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense)

- 252.225-7043 Anti-Terrorism/Force Protection for Defense Contractors outside the United States (Applicable if work is to be performed outside of the United States)
- 252.225-7048 Export-Controlled Items
- 252.227-7013 Rights in Technical Data - - Noncommercial Items (applies in lieu of FAR 52.227-14)
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (applies in lieu of FAR 52.227-14)
- 252.227-2015 Technical Data - - Commercial Items (Applies when technical data related to commercial items is to be delivered.),
- 252.227-7016 Rights in Bid or Proposal Information
- 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (applicable to solicitations and resulting Purchase Orders that will include DFARS clause 252.227-7013, 252.227-7014, or 252.227-7018.)
- 252.227-7019 Validation of Asserted Restrictions-Computer Software (applicable if Seller will be furnishing of computer software in the performance of Buyer's Order)
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
- 252.227-7026 Deferred Delivery of Technical Data or Computer Software
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (applicable to solicitations for Purchase Orders when the resulting Purchase Order will require the Seller to deliver technical data.)
- 252.227-7030 Technical Data-Withholding of Payment (applicable if DFARS clause 252.227-7013 applies to Buyer's Order)
- 252.227-7037 Validation of Restrictive Markings on Technical Data
- 252.227-7038 Patent Rights-Ownership by the Contractor (Large Business) (applicable if Buyer's Order is for experimental, developmental, or research work and Seller is not a small business or nonprofit organization)
- 252.227-7039 Patents-Reporting of Subject Inventions (applicable if FAR clause 52.227-11 applies)
- 252.228-7001 Ground and Flight Risk (Applicable if included in Buyer's higher-tier contract.)
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
- 252.231-7000 Supplemental Cost Principles
- 252.235-7003 Frequency Authorization (applicable if performance of Buyer's Order requires development, production, construction, testing, or operation of a device for which a radio frequency authorization is required)
- 252.239-7010 Cloud Computing Services (For information technology services.)
- 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (applicable if Buyer's Order requires secure telecommunications)
- 252.239-7018 Supply Chain Risk (for items of information technology used in "covered system". See DFARS 239.7301 Definitions)
- 252.244-7000 Subcontracts for Commercial Items
- 252.246-7001 Warranty of Data (applicable if DFARS clause 252.227-7013 applies)
- 252.246-7003 Notification of Potential Safety Issues (applicable if Buyer's Order is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. Seller shall provide notifications to Buyer and the contracting officer if identified to Seller.)
- 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (Introductory text does not apply. Paragraphs (a) through (e) apply to all Buyer Orders.)
- 252.246-7008 Sources of Electronic Parts (Applies if Order is for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer of said parts.)
- 252.247-7023 Transportation of Supplies by Sea (applies in lieu of FAR 52.246-64 in all Orders for ocean transportation of supplies)
- 252.247-7024 Notification of Transportation of Supplies by Sea
- (b) **The following additional clauses apply as defined by the respective DFARS clause if the value of Buyer's Order equals or exceeds the "simplified acquisition threshold" (\$250,000):**
 - 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies
 - 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
 - 252.215-7010 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
 - 252.225-7012 Preference for Certain Domestic Commodities
 - 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools
 - 252.225-7052 Restriction on the Acquisition of Certain Magnets and Tungsten. (applicable to Purchase Orders for the delivery of goods, unless an exception at paragraph (c) of the clause applies).
 - 252.249-7002 Notification of Anticipated Contract Termination or Reduction
- (c) **The following additional clause applies as defined by the respective DFARS clause if the value of Buyer's Order equals or exceeds \$500,000:**
 - 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
- (d) **The following additional clauses apply as defined by the respective DFARS clause if the value of Buyer's Order equals or exceeds \$700,000:**
 - 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (supplement if Buyer's Order includes FAR clause 52.219-9)
 - 252.219-7004 Small Business Subcontracting Plan (Test Program) (applies to subcontractors participating in the Test Program described in DFARS 219.702-70)
- (e) **The following additional clause applies as defined by the respective DFARS clause if the value of Buyer's Order equals or exceeds \$1,000,000:**
 - 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements
- (f) **The following additional clause applies as defined by the respective DFARS clause if the value of Buyer's Order equals or exceeds \$1,500,000:**
 - 252.211-7000 Acquisition Streamlining
- (g) **The following additional clauses apply as defined by the respective DFARS clause if the value of Buyer's Order equals or exceeds \$5,500,000:**
 - 252.203-7003 Agency Office of the Inspector General (applies if FAR clause 52.203-13 applies)
 - 252.203-7004 Display of Fraud Hotline Poster(s)

3. Additional Requirements

- (a) **For orders issued under the American Recovery and Reinvestment Act**, the Seller shall comply with the reporting requirements of FAR 52.204-11, American Recovery and Reinvestment Act Reporting Requirements and FAR 52.203-15, Whistleblower Protections under ARRA, and shall ensure compliance with the Buy American provisions cited in the Quality Terms cited in the Order.
- (b) Seller covenants and agrees that if Buyer's contract price or a cost allowance is reduced by reason of Seller's failure to comply with an applicable Cost Accounting Standard or to follow any practice disclosed in its Disclosure Statement, Buyer shall be entitled to:
 - (i) reduce the price of Buyer's Order by an amount commensurate with the reduction in Buyer's contract price or cost allowance together with interest computed at the applicable Treasury rate; or
 - (ii) in the event Seller shall already have been paid the full Order price or essentially the full Order price, Seller shall reimburse and indemnify Buyer in an amount commensurate with the reduction in Buyer's contract price or cost allowance together with interest computed at the applicable Treasury rate.

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- (c) Notwithstanding any other clauses in the Buyer's Order, Seller shall not impose any restrictions on the Government's use of tooling, designs, and/or drawings provided or received during the performance of Buyer's Order that the Government independently owns or has a right to use.
 - (d) Notwithstanding any other clauses in the Buyer's Order, in no event shall the Seller acquire any direct claim or course of action against the U. S. Government.
 - (e) Seller shall flow down all required FAR and DFARs clauses to Seller's subcontractors, suppliers and vendors in accordance with the applicable FAR and DFARs requirements.

4. Government Inspection

The Government has the right to perform Government quality assurance at Seller's plant as may be necessary to determine conformance with the requirements specified for all services and/or supplies ordered under Buyer's Order.

5. Government-Owned Facilities

If Government-owned facilities are to be used by Seller to perform work prescribed in Buyer's Order, the Seller shall provide two (2) prices: one based on rent-free use and one based on rental payments (applicable to request for quote only).

6. Order Completion and Closeout

Seller agrees to close out this order within the following schedule:

- (1) Firm fixed price orders: Final invoice must be submitted no later than 45 days following final delivery and must be marked as FINAL INVOICE
- (2) Time-and-Materials, Labor Hour orders: Final invoice must be submitted no later than 45 days following final delivery of services and must be marked as FINAL INVOICE.
- (3) Special Note for Delivery/Task Order Contracts: Completion vouchers and documents shall be submitted on each delivery order separately.

Failure to submit the invoice within the specified period may result in a unilateral closeout of the order by the Buyer at the price shown as paid in the Buyer's records.

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