



General Purchase Order Terms and Conditions – Government Contract Provisions from the FAR / DFARS

The following provisions are attached hereto and incorporated in connection with a U.S. Government prime contract or subcontract, in addition to the General Terms and Conditions. The effective version of each FAR and DFARS provision shall be the same version as that which appears in Buyer's Prime Contract, or higher tier subcontract under which this Order is placed. In the event of a conflict between these FAR and DFARS provisions and the General Terms and Conditions for Purchase, the FAR and DFARS provisions shall prevail. As used in the FAR and DFARS clauses, the terms "Government" and "Contracting Officer" shall mean "Buyer", "Contractor" shall mean "Seller", "Contract" shall mean this "Purchase Order", and "subcontract" shall mean "Seller's subcontract or purchase order issued pursuant to the Order", unless the context of the clause requires otherwise.

PRIORITY RATING

If so identified, this Order is a "rated order" certified for national defense use, and the Seller shall follow all the requirements of the Defense Priorities and Allocation System (DPAS) Regulation (15 CFR Part 700). Under DPAS regulations, if this Purchase Order supports the U.S. Government, is DX or DO Rated, and exceeds \$50,000.00, the Seller must acknowledge acceptance of DX-Rated orders within ten (10) days, and DO-Rated orders within fifteen (15) days of receipt hereof. Commencement of performance of the work called for by this Order in the absence of Seller's written acknowledgement thereto shall be deemed acceptance of this Purchase Order as written.

1. FEDERAL ACQUISITION REGULATION (FAR) AND DEPARTMENT OF DEFENSE FAR SUPPLEMENT (DFARS)

Should this Purchase Order incorporate (or reference) a U.S. Government Prime Contract, in addition to the terms set forth above in Articles 1 through 32, the following FAR and DFARS provisions are hereby incorporated:

Incorporation of FAR and DFARS Clauses

The Federal Acquisitions Regulation (FAR) clauses and Defense Federal Acquisition Regulation Supplement (DFARS) referenced below 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 during the performance of the Order. The date and version of these clauses shall be the date and version of the clause actually incorporated in the Prime Contract referenced by number herein. In the event of conflict between the FAR or DFARS clause and the Terms and Conditions herein, the FAR/DFARS meaning shall prevail. These FAR/DFARS clauses do not apply to the purchase of commercial items as defined in FAR part 2.

FAR/DFARS clauses for intellectual property rights will be incorporated by notes on the actual purchase order. The clauses will be selected, as appropriate, from those listed below.

(a) FAR

Restrictions on Subcontractor Sales to the Government (52.203-6); Anti-Kickback Procedures (52.203-7); Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity (52.203-8); Price or Fee Adjustment for Illegal or Improper Activity (52.203-10); Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (52.203-11); Limitations on Payments to Influence Certain Federal Transactions (52.203-12); Security Requirements (52.204-2); Material Requirements (52.211-5); Audit and Records-Negotiation (52.215-2); Price Reduction for Defective Cost or Pricing Data (52.215-10); Price Reduction for Defective Cost or Pricing Data-Modifications (52.215-11); Subcontractor Cost or Pricing Data (52.215-12); Subcontractor

Cost or Pricing Data-Modifications (52.215-13); Integrity of Unit Prices (52.215-14); Pension Adjustment and Asset Reversions (52.215-15); Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (52.215-18); Notification of Ownership Changes (52.215-19); Utilization of Small Business Concerns (52.219-8); Small Business Subcontracting Plan (52.219-9); Contract Work Hours and Safety Standards Act - Overtime Compensation (52.222-4); Child Labor-Cooperation with Authorities and Remedies (52.222-19); Walsh-Healey Public Contracts Act (52.222-20); Prohibition of Segregated Facilities (52.222-21); Pre-award On-Site Equal Opportunity Compliance Evaluation (52.222-24); Equal Opportunity (52.222-26); Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (52.222-35); Affirmative Action for Workers with Disabilities (52.222-36); Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (52.222-37); Hazardous Material Identification and Material Safety Data (52.223-3); Drug-Free Workplace (52.223-6); Notice of Radioactive Materials (52.223-7); Ozone Depleting Substances (52.223-11); Toxic Chemical Release Reporting (52.223.14); Buy American Act – Program Supplies (52.225-1); Duty-Free Entry (52.225-8); Restrictions on Certain Foreign Purchases (52.225-13); Authorization and Consent (52.227-1); Notice and Assistance Regarding Patent and Copyright Infringement (52.227-2); Patent Indemnity (52.227-3); Refund of Royalties (52.227-9); Filing of Patent Applications-Classified Subject Matter (52.227-10); Patent Rights-Retention by Contractor (Short Form) (52.227-11); Patent Rights-Retention by Contractor (Long Form) (52.227-12); Patent Rights-Acquisition by the Government (52.227-13); Stop-Work Order (52.242-15); Subcontracts for Commercial Items and Commercial Components (52.244-6) Government Property (Fixed-Price Contracts) (52.245-2); Special Tooling (52.245-17); Special Test Equipment (52.245-18); Limitation of Liability (52.246-23); Limitation of Liability - Services (52.246-25); Value Engineering (52.248-1); Default Fixed Price Supply And Service (52.249-8).

(b) DFARS

Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (252.203-7001); Hazard Warning Labels (252.223-7001); Duty-Free Entry - Qualifying Country End Products and Supplies (252.225-7009); Duty-Free Entry - Additional Provisions (252.225-7010); Preference for Domestic Specialty Metals (252.225-7014); Restriction on Acquisition of Ball and Roller Bearings (252.225-7016); Reporting of Contract Performance Outside the United States (252.225-7026); Rights in Technical Data –Noncommercial Items (252.227-7013); Rights in Noncommercial Computer Software Documentation (252.227-7014); Technical Data-Commercial Items (252.227-7016); Validation of Asserted Restrictions-Computer Software (252.227-7019); Deferred Delivery of Technical Data or Computer Software (252.227-7026); Deferred Ordering of Technical Data or Computer Software (252.227-7027); Supplemental Cost Principles (252.231-7000); Transportation of Supplies by Sea (252.247-7023) Notification of Transportation of Supplies by Sea (252.247-7024) Telecommunications Security Equipment, Devices, Techniques, and Services (252.239-7016); Notification of Anticipated Program Termination or Reduction (252.249-7002).

2. CERTIFICATIONS AND REPRESENTATIONS

(a) This clause contains certifications and representations that are material representations of fact upon which Buyer will rely in making awards to Seller, and are, where specified by the FAR, prerequisite to the award of any Purchase Order. By submitting its written offer, or providing oral offers/quotations at the request of Buyer, or accepting any Purchase Order, Seller certifies to the



General Purchase Order Terms and Conditions – Government Contract Provisions from the FAR / DFARS

representations and certifications as set forth below in this clause. These certifications shall apply whenever these terms and conditions are incorporated by reference in any contract, order, agreement, other contractual document or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by Buyer. Seller shall immediately notify Buyer of any change of status with regard to these certifications and representations.

- (b) The following clauses of the Federal Acquisition Regulation (FAR) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable to any Order, agreement, or subcontract. In each clause incorporated below, substitute “Buyer” for “Government” and “Contracting Agency” and “Buyer’s Purchasing Representative” for “Contracting Office” throughout.

(i) **FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions** (Applicable to solicitations and contracts exceeding \$100,000)

Seller certifies that to the best of its knowledge and belief that on and after December 23, 1989 – No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;

(ii) **FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.**

- (A) Seller certifies that, to the best of its knowledge and belief that seller and/or any of its principals (as defined in FAR 52.209-5,) are not presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal agency.
- (B) Seller shall provide immediate written notice to TALLA-TECH if, any time prior to award of any Order, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(iii) **FAR 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products**

Seller will not supply any end product that was mined, produced, or manufactured using child labor. Seller certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. Based on those efforts, seller certifies that it is not aware of any such use of child labor.

(iv) **FAR 52.222-22 Previous Contracts and Compliance Reports.**

Seller represents that if Seller has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26) (i) Seller has filed all required compliance reports and (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(v) **FAR 52.222-25 Affirmative Action Compliance**

Seller represents (1) that Seller has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and

60-2), or (2) that in the event such a program does not presently exist, Seller will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this Contract.

(vi) **FAR 52.223-13 Certification of Toxic Chemical Reporting.** (Applicable to competitive solicitations/contracts which exceed \$100,000)

Seller certifies that –

- (A) As the owner or operator of facilities that will be used in the performance of this Contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C.13106). Seller will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (B) None of its owned or operated facilities to be used in the performance of this Purchase Order is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons specified in paragraph (b) (2) of the clause.

(vii) **FAR 52.230.1 Cost Accounting Standards Notices and Certifications.** (Applicable to subcontracts in excess of \$500,000 with Large Business concerns)

Seller certifies that, if subject to Cost Accounting Standards coverage, Seller has filed the appropriate disclosure statement and that Seller will comply with the applicable CAS clause incorporated by reference. Seller also shall notify Buyer of any CAS non-compliance issues currently outstanding or that may be alleged during the term of performance under this subcontract.

(viii) **New Materials.** Seller certifies that all products to be delivered hereunder shall be manufactured/assembled from new materials, not from used, reconditioned or remanufactured materials nor shall the components be of such age as to impair the usefulness or safety of the end item.