

ADDITIONAL CONTRACT FLOWDOWNS FOR LOCKHEED MARTIN U.S. NATIONAL DEFENCE PROJECTS

The requirements herein are in addition to Purchaser Ltd General Conditions of Purchase – BMS reference PRO085-R-UK latest revision.

In the context of this document Leonardo (Selex-ES) is the Purchaser, Seller is the Vendor/ Seller under PO control

Section 1 - Quality Assurance

Section 2 – FAR & DFAR

SECTION 1 – QUALITY ASSURANCE.

**** SQA1 FIRST ARTICLE INSPECTION (FAI) [TCR 823] ****

An FAI shall be conducted by the Seller and the documented results shall be accepted by a Leonardo Project Assurance representative prior to any material shipment.

First Article Inspection is required for the part number included on this purchase order with no exceptions.

First Article Inspection is required for all sub-assemblies, and detail parts including castings and forgings that make up the configuration item/s included on this purchase order.

Procured standard catalogue hardware (standard COTS parts)/ material and commercial off the shelf hardware are excluded, unless they have been modified to a particular Leonardo requirement.

The FAI shall consist of a complete, independent, and documented physical and functional inspection process to verify that prescribed production methods have produced an acceptable item as specified by engineering drawings, planning, purchase order, engineering specifications, and/or other applicable design documents.

FAI requirements:

A First Article Inspection (FAI) is required in addition to inspection requirements elsewhere in this purchase order.

First Article Inspections shall be performed in accordance with Aerospace Standard AS9102, Sellers FAI format is acceptable to be used

FAI performed by Sellers shall include:

- a) First Article Inspection report.
- b) Documentation of the verification of the engineering against the manufacturing work instructions, (Drawings, Parts lists, BOMs, Procedures etc)
- c) Documentation of the verification of all process steps performed by the operator (router or shop traveller).
- d) Test results or CMM data.
- e) Supporting sub assembly FAI
- f) Special Process approvals, if invoked via the Engineering drawings
- g) Copies (or made available on request) of all Material and Parts Certificates of Conformance.

- h) Copies of the Acceptance Test Procedure and Test Data.
- i) ESS thermal and vibration results
- j) Nonconforming documentation (if any).
- k) Details of Software/ Firmware versions used during manufacture and test
- l) Calibration details of equipment used or verification of calibration

Original FAI reports and supporting documentation shall be included with the delivery of the initial FAI article.

Inspection results shall be documented by recording variable data whenever possible. Attribute data will be recorded only when variable data is not available.

A copy of FAI reports and supporting documentation shall be retained at the Sellers facility in accordance with records retention requirements as defined in other text notes applicable to this purchase order.

Leonardo may wish to witness the Acceptance Testing (AT) as part of the FAI if defined in the Drawing package.

Partial or complete re-accomplishment of FAI:

FAIs approved by Leonardo are valid until change has occurred as identified in AS9102, paragraph 4.6 or a break in production exceeds 12 months.

Products evolve during the lifecycle, any changes implemented via the CIB that affects Form, Fit or Function will need to be reviewed to determine if the previous FAI has been affected.

A full or partial FAI shall be performed when there is:

- One or more significant changes have been made to the product. A 'significant' change means where there is an effect on the form, fit or function of the product, thus causing a change in part number/issue increment. A change in material would be deemed as a 'form' change.
- There has been a significant change to the Seller's manufacturing process. A significant change in manufacturing process encompasses a change of manufacturing equipment and/or personnel, and the addition or removal of process stages which could affect final product quality.
- The manufacturing location of the product has changed.
- There has been a change in sub-tier Seller of a critical sub-part or outsourced process.
- A change in a program (computer generated) that can affect fit, form or function.
- An event that can affect the manufacturing process (natural or man-made)
- There has been a time gap in the manufacture of the product which has elapsed over 24 calendar months.

For items that require Source Inspection and First Article, a Source Inspection request must be made no less than (5) working days prior to the desired shipment time. Contact the Leonardo Procurement and Leonardo QA representative.

For items that do not require Source Inspection, First Article documentation shall be sent to Leonardo QA prior to delivery

**** SQA2 Supplier Corrective Action Request [TCR 827] ****

Seller agrees to provide a formal response to any Supplier Corrective Action Request (SCAR) within the timeframe indicated on the SCAR, typically 30 days. Seller is also requested to contact Leonardo QA when the material associated with a SCAR investigation has not been returned to Seller or more time is required to adequately perform an investigation. A final SCAR response must be provided prior to the goods being returned to a central email address scar.edinburgh@Leonardocompany.com

**** SQA3 Changes in Standards [TCR 838] ****

The replacement and cancellation of Military standards and commercial specifications is ongoing. In the event that a Leonardo drawing references a superseded or obsolete specification or standard, the Seller may do one of the following:

1. Superseded Standards or specifications should be replaced by the recommended replacement documents.
2. Obsolete Standards or Specifications may be substituted with Seller, industrial or Leonardo Standards/Specifications

**** SQA4 SELLER PROCESS CHANGE CONTROL [TCR 830] [TCR 842] ****

Some or all of the products acquired under this agreement will be incorporated into higher level assemblies that may be subject to stringent qualification testing requirements for critical government applications; even minor changes to Seller's products or processes may necessitate requalification or produce unacceptable results in higher level assemblies.

Since the impact of any such product/process change can be most efficiently assessed prior to product integration into higher level assemblies and the potential cost of remediation/retrofit activities for end products deployed worldwide could be substantial, as a cardinal commitment under this contract, Seller expressly commits to:

- 1) Maintain a robust sourcing/quality process for the products delivered hereunder;
- 2) Rigorously comply with the notification requirements specified below; and
- 3) Include provisions with its sub-tier Sellers that are adequate to implement the requirements of this provision.

Prior Approval Form/Fit/Function Alterations:

Seller will not implement, or otherwise deliver to Leonardo, products incorporating any alterations to product form, fit, or function without the express prior written approval of the Leonardo Procurement and Leonardo QA representative.

Such approval shall not be unreasonably withheld but shall be dependent upon Seller's thorough documentation of such proposed changes (including any analysis necessary to confirm continued suitability). Seller's notification and Leonardo's limited approval of such form, fit or function alterations shall not be interpreted to waive any other contractual requirement(s) or to otherwise relieve Seller from delivering fully compliant products.

Prior Notification - Material Changes: Prior to delivering any products incorporating a "material change", Seller shall provide advance notice to Leonardo in sufficient time to reasonably evaluate the proposed change and, if necessary, to place an end-of-life order for the unchanged product, but in no event shall Seller's notice be less than 30 calendar days. For purposes of this clause a "material change" is any alteration to the design, technical specifications, materials, component sourcing, or production process, facilities or location, whether instigated by Seller or its sub-tier Sellers.

Risk Notification Product Alerts, Leonardo procurement and Leonardo QA representative, shall be promptly notified whenever Seller becomes aware or reasonably suspects that any product delivered to Leonardo is, or contains a component that is, subject to a recall notice, warning alert, GIDEP Alert, and/or any other type of notification or concern regarding product authenticity, quality, safety, process integrity, and/or specification compliance.

For work procured from sub-tier Sellers under this contract, the Seller shall flow the requirements contained herein in Seller contract documentation.

**** SQA5 SELLER CONTROL OF SPECIAL PROCESSES [TQ99] ****

Sellers performing Special Processes (example: Chemical Processing , Soldering, cleaning, X-ray, welding, magnetic particle and penetrant inspection, heat treating, plating, etc.) shall have the Special Processes approved by Leonardo QA.

If a Special Process/ processor is NADCAP approved, the Seller must inform Leonardo QA that they are using NADCAP approved processes as this may preclude Leonardo Approval

Sellers must notify Leonardo of any sub-tiers using special processes. Sellers using sub-tier Sellers for Special Processes must either have their own internal system, approved by Leonardo QA, to control their sub-tier Sellers, or the sub-tier Sellers must have current approval by Leonardo QA for the special processes. Sellers must inform Leonardo of any process changes.

The Seller shall have records of this Special Process approval on file and available for review by the Leonardo Quality representative.

Approval of Special Process sub-tier Sellers by Leonardo does not relieve the Seller of the responsibility for assuring that work performed by sub-tier Sellers is in accordance with Specification requirements.

**** SQA6 SUB-TIER FLOW DOWN CONTROLS [TCR 845] ****

The Seller shall flow down and verify compliance with all applicable quality requirements, associated specifications, and any other contractual agreements throughout the supply chain (LRU component manufacturers, subcontractors, and Sellers). The Seller shall have systems and methods to assure full compliance to all Quality Purchase Order (PO) notes and requirements applicable to this PO. When products or services applicable to this PO are procured by the seller from sub-tier Sellers, the seller shall flow the Quality PO note requirements and all other requirements, as necessary, to assure full compliance is achieved.

**** SQA8 COUNTERFEIT PARTS PREVENTION [TCR 832] ****

(a) The Seller may only purchase material directly from Original Component Manufacturers (OCMs), OCM authorised (i.e. franchised) distributors, or authorised (i.e. franchised) aftermarket manufacturers. Seller shall provide authenticity and traceability records to Purchaser upon request.

Upon receipt of Purchasers Purchase Order, Seller shall immediately notify Purchaser if Seller cannot provide electronic parts, components, and/or assemblies traceable to the original component manufacturer (OCM), or the original equipment manufacturer OCM authorised (i.e franchised) distributor, or authorised (i.e franchised) aftermarket manufacturers. Use of items that were not provided by these sources is not authorised unless the Seller provides documentation that authenticates supply traceability to ensure that the parts procured are new, unused and authentic. Upon receipt of such notification Purchaser reserves the right to terminate the purchase order at no cost to Purchaser or provide specific material validation test and inspection protocol requirements as mutually agreed upon by the parties.

In the event that Seller delivers items that are determined not to be authentic, Seller shall take corrective action as required by the terms of this purchase order. Seller shall establish and maintain a material authenticity process which ensures the requirements of this clause are met. Seller's obligation to substantiate authenticity shall survive acceptance of and payment for supplies delivered under this purchase order.

(b) If this purchase order is for the (1) supply of electronic parts, (2) supply of end items, components, parts or assemblies containing electronic parts, or (3) provisioning of services where the Seller will supply electronic parts or components, parts, or assemblies containing electronic parts as part of the service then the provisions of paragraphs (a)–(e) of DFARS 252.246-7007, “Contractor Counterfeit Electronic Part Detection and Avoidance System,” in effect on the date of this purchase order, including its definition of “electronic parts”, are incorporated in this paragraph by reference. Where necessary to make these provisions of DFARS 252.246-7007 applicable to this purchase order “Contracting Officer” shall mean both “Contracting Officer” and “Purchaser”.

“As a non-North American entity that is ineligible to participate in Government-Industry Data Exchange Program (GIDEP), Seller will use accepted industry notifications to ensure it is tracking potential impact to its products of Counterfeit Materiel identified and providing appropriate notifications to Purchaser. If Seller becomes aware or suspects that it has furnished Suspect Counterfeit Materiel or Counterfeit Materiel, Seller shall promptly: notify Purchaser; investigate; cooperate with Purchaser’s investigation; quarantine and replace affected Materiel with conforming authentic Materiel; and provide all relevant facts and information to Purchaser.

(c) The substance of this clause shall be incorporated into any subcontract or purchase order entered into by Seller for the performance of any part of the work under this purchase order.

**** SQA10 Verification of Purchased Product (AS9100 7.4.3) ****

The Seller shall establish and implement the inspection or other activities necessary for ensuring that delivered product meets specified drawing/ purchase order requirements.

NOTE Verification activities can include - providing objective evidence of the conformity of the product from the Seller (e.g., accompanying documentation, certificate of conformity, test records, statistical records, process control records, final inspection process)

All items provided to Leonardo- must undergo a final inspection process prior to delivery.

**** SQA11 Contract Review (ISO9001:2015 8.2.3)*****

During the required Contract Review the Seller shall ensure that the drawing pack provided by Leonardo can be manufactured without the need for non-conformances. Any non-conformances identified by the Seller during the Contract Review must be agreed with Leonardo QA

SECTION 2 – FARs & DFARs

1. The following FAR clauses apply to this Contract:

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|-------------------|---|
| (a) FAR 52.211-5 | MATERIAL REQUIREMENTS (AUG 2000) |
| (b) FAR 52.215-20 | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) |
| (c) FAR 52.215-21 | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997) |

- (d) FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- (e) FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- (f) FAR 52.227-13 PATENT RIGHTS - OWNERSHIP BY the GOVERNMENT (DEC 2007)
- (g) FAR 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)
- (h) FAR 52.242-13 BANKRUPTCY (JUL 1995)
- (i) FAR 52.242-15 STOP-WORK ORDER (AUG 1989)
- (j) FAR 52.243-1 CHANGES - FIXED PRICE (AUG 1987)
- (k) FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2009)
- (l) FAR 52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)
- (m) FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)
- (n) FAR 52.249-2 TERMINATION FOR CONVENIENCE OF the GOVERNMENT (FIXED-PRICE) (MAY 2004)
- (o) FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

2. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$100,000:

- (a) FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- (b) FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
- (c) FAR 52.215-2 AUDIT AND RECORDS-NEGOTIATION (MAR 2009)
- (d) FAR 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)
- (e) FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- (f) FAR 52.248-1 VALUE ENGINEERING (FEB 2000)

3. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$650,000:

- (a) FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) (Applicable if not otherwise exempt under FAR 15.403.)
- (b) FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997) (Applicable for modifications if not otherwise exempt under FAR 15.403.)

4. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$5,000,000:

- (a) FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)

5. The following FAR clauses apply to this Contract as indicated:

- (a) FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996) (Applies if the Work requires access to classified information.)
- (b) FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004) These clauses do not apply when the SUPPLIER is not a US sub-contractor; however the SUPPLIER shall operate in compliance with equivalent relevant National approved standards or regulations
- (c) FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- (d) FAR 52.215-23 LIMITATION ON PASS-THROUGH CHARGES (OCT 2009)
- (e) FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) Applicable if this Contract involves hazardous material. These clauses do not apply when the SUPPLIER is not a US sub-contractor; however the SUPPLIER shall operate in compliance with equivalent relevant National approved standards or regulations
- (f) FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (Applicable to Work containing covered radioactive material) These clauses do not apply when the SUPPLIER is not a US sub-contractor; however the SUPPLIER shall operate in compliance with equivalent relevant National approved standards or regulations
- (g) FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)

6. The following FAR clauses apply to this Contract, if Work under the Contract will performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract:

- (i) The following FAR clauses apply to this Contract:

- (a) FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- (b) FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- (c) FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

These clauses do not apply when the SUPPLIER is not a US sub-contractor; however the SUPPLIER shall operate in compliance with equivalent relevant National approved standards or regulations

- (d) FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 2005) These clauses do not apply when the SUPPLIER is not a US sub-contractor; however the SUPPLIER shall operate in compliance with equivalent relevant National approved standards or regulations
- (e) FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) These clauses do not apply when the SUPPLIER is not a US sub-contractor; however the SUPPLIER shall operate in compliance with equivalent relevant National approved standards or regulations

(ii) The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$10,000:

- (a) FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) These clauses do not apply when the SUPPLIER is not a US sub-contractor; however the SUPPLIER shall operate in compliance with equivalent relevant National approved standards or regulations

(iii) The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$100,000:

- (a) FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- (b) FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- (c) FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003) These clauses do not apply when the SUPPLIER is not a US sub-contractor; however the SUPPLIER shall operate in compliance with equivalent relevant National approved standards or regulations

(iv) The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$550,000:

(a) FAR 52.219-9

SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008) These clauses do not apply when the SUPPLIER is not a US sub-contractor; however the SUPPLIER shall operate in compliance with equivalent relevant National approved standards or regulations

G. CERTIFICATIONS AND REPRESENTATIONS

1. FAR 52.203-11

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts exceeding \$100,000) These clauses do not apply when the SUPPLIER is not a US sub-contractor; however the SUPPLIER shall operate in compliance with equivalent relevant National approved standards or regulations

2. FAR 52.209-5

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters These clauses do not apply when the SUPPLIER is not a US sub-contractor; however the SUPPLIER shall operate in compliance with equivalent relevant National approved standards or regulations

3. FAR 52.222-22

Previous Contracts and Compliance Reports These clauses do not apply when the SUPPLIER is not a US sub-contractor; however the SUPPLIER shall operate in compliance with equivalent relevant National approved standards or regulations

4. FAR 52.222-25

Affirmative Action Compliance These clauses do not apply when the SUPPLIER is not a US sub-contractor; however the SUPPLIER shall operate in compliance with equivalent relevant National approved standards or regulations

5. FAR 52.223-13

Certification Of Toxic Chemical Release Reporting (Applicable to competitive solicitations/contracts which exceed \$100,000) These clauses do not apply when the SUPPLIER is not a US sub-contractor; however the SUPPLIER shall operate in compliance with equivalent relevant National approved standards or regulations

DFAR FLOWDOWN PROVISIONS**1. The following DFAR clauses apply to this contract**

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|------------------------|---|
| (a) DFARS 252.204-7008 | REQUIREMENTS FOR CONTRACTS INVOLVING EXPORT-CONTROLLED ITEMS (JUL 2008) |
| (b) DFARS 252.227-7013 | RIGHTS IN TECHNICAL DATA - NON-COMMERCIAL ITEMS (NOV 1995) (Applicable in lieu of FAR 52.227-14.) |
| (c) DFARS 252.227-7014 | RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995) (Applicable in lieu of FAR 52.227-14.) |
| (d) DFARS 252.227-7016 | RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995) |
| (e) DFARS 252.227-7019 | VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (JUN 1995) |
| (f) DFARS 252.227-7025 | LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995) |
| (g) DFARS 252.227-7026 | DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) |
| (h) DFARS 252.227-7027 | DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) |
| (i) DFARS 252.227-7028 | TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) |
| (j) DFARS 252.227-7030 | TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000) |
| (k) DFARS 252.227-7037 | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999) |
| (l) DFARS 252.228-7005 | ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991) |
| (m) DFARS 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES (DEC 1991) |
| (n) DFARS 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS (DEC 1991) |
| (o) DFARS 252.247-7024 | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) |

2. The following DFARS clauses apply to this Contract if the value of this Contract equals or exceeds \$100,000:

- (a) DFARS 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2008)
- (b) DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) (Applicable in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies.

3. The following DFARS clauses apply to this Contract if the value of this Contract equals or exceeds \$550,000:

- (a) DFARS 252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (MAY 2007)
- (b) DFARS 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 2006)

4. The following DFARS clauses apply to this Contract if the value of this Contract equals or exceeds \$1,000,000:

- (a) DFARS 252.211-7000 ACQUISITION STREAMLINING (DEC 1991)

5. The following DFARS clauses apply to this Contract as indicated:

- (a) DFARS 252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUG 2008)
- (b) DFARS 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN the DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY (NOV 2008)
- (c) DFARS 252.215-7000 PRICING ADJUSTMENTS (DEC 1991) (Applicable if FAR 52.215-12 or 52.215-13 applies to this Contract.)
- (d) DFARS 252.215-7004 EXCESSIVE PASS-THROUGH CHARGES (MAY 2008) (e) DFARS 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (APR 2007) (Applicable if FAR 52.219-9 applies to this Contract. This clause does not apply when the SUPPLIER is not a US sub-contractor; however the SUPPLIER shall operate in compliance with equivalent relevant National approved standards or regulations
- (e) DFARS 252.223-7001 HAZARD WARNING LABELS (DEC 1991)
- (f) DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006)
- (g) DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JUL 2009)
- (h) DFARS 252.225-7013 DUTY-FREE ENTRY (DEC 2009) (Notes 1 and 2 apply in subparagraph (c). Applies in lieu of FAR 52-225-8.

- (i) DFARS 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAR 2006)
- (j) DFARS 252.225-7021 TRADE AGREEMENTS (JUL 2009) . Applicable in lieu of FAR 52.225-5.)
- (k) DFARS 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003) (Applicable if this Contract is with a United Kingdom firm.
- (l) DFARS 252.225-7043 ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006) (Applicable where Contractor will be performing or traveling outside the U.S. under this Contract.
- (m) DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) (Applicable if this Contract is for more than \$500,000. Only applicable to US
- (n) DFARS 252.227-7038 PATENT RIGHTS - OWNERSHIP BY the CONTRACTOR (LARGE BUSINESS) (DEC 2007
- (o) DFARS 252.235-7003 FREQUENCY AUTHORIZATION (DEC 1991)
- (p) DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007)

6. The following FAR clauses are modified as shown below:

- (a) FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004) (DEVIATION) This clause does not apply when the SUPPLIER is not a US sub-contractor; however the SUPPLIER shall operate in compliance with equivalent relevant National approved standards or regulations