

GOVERNMENT FLOWDOWN CLAUSES TO PURCHASE ORDER TERMS AND CONDITIONS, ATTACHMENT A
Applicable to Williams-Pyro, Inc. Purchase Orders

Attachment A

GOVERNMENT FLOWDOWN CLAUSES. The following clauses are incorporated by reference from the Federal Acquisition Regulations (FAR) and Department of Defense Supplement (DFARS) and apply to the extent indicated. Unless otherwise provided, the clauses are those in effect as of the date of The WPI Purchase Order. Upon request, WPI shall make available to the Seller (i) the full text of any such clause herein (including its date), and (ii) the particulars of any clause specified under the prime contract and/or higher-tier subcontract as applicable having a bearing upon any specific order.

At no time shall privity of contract exist between the Seller and the United States Government (or a higher-tier contractor) with regard to the WPI Purchase Order. Accordingly, all such clauses shall, with respect to the rights, duties, and obligations of the parties hereto, be interpreted and construed in such a manner as to recognize and give effect to: (i) the contractual relationship between WPI and the Seller under the WPI Purchase Order, (ii) the rights of the higher-tier subcontractor, if applicable, with respect thereto under any higher-tier order, and (iii) the rights of the Government with respect thereto under the prime contract from which such clauses are derived. Where rights, duties, and obligations are expressed as applying to the "Government" or "Contracting Officer," they shall generally apply by reason of the flow-down to WPI; and where expressed as applying to the "Contractor" or "Subcontractor," they shall generally apply by reason of the flow-down to the Seller. As an exception to such generalizations, some clause preambles explicitly address the appropriate relationships (e.g., FAR 52.215-2, Audit--Negotiations), as such, the definition of the parties thereto are to be accorded precedence.

The DFARS contract clauses identified below: (i) are applicable only if the WPI Purchase Order results from a prime contract or higher-tier subcontract with WPI that originates from a Department of Defense contracting activity, (ii) shall supersede any FAR contract clauses of the same subject matter to any extent inconsistent therewith, and (iii) are subject to any specific Article otherwise addressed in the front of this form.

Clauses applicable to all orders (unless the conditions of The WPI Purchase Order exempt the applicability of the clause, e.g., no hazardous material involved or no data is required as a deliverable under The WPI Purchase Order) Items not applicable are self-deleting:

Export Control: Comply with applicable US export control laws and regulations, including, but not limited to; the Arms Export Control Act, 22 U.S.C.2751-2794; the International Traffic in Arms Regulation (ITAR), 22 C.F.R.120; the Export Administration Act, 50 U.S.C.app.2401-2420; and the Export Administration Regulations, 15 C.F.R. 730-774.

Counterfeit Parts Prevention: Seller represents and warrants that only new and authentic materials are used in products to be delivered, and that work delivered contains no counterfeit parts. No other material or part, other than a new and authentic part is to be used, unless approved in advance in writing.

- 52.203-1 Officials Not to Benefit.
- 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 (excluding paragraph (c) (1)). WPI may withhold from sums owed Seller the amount of any kickback paid by Seller or its suppliers at any tier if (a) the Contracting Officer so directs, (b) the Contracting Officer has offset the amount of such kickback against money owed WPI under the prime contract.
- 52.204-2 Security Requirements. This clause applies only if access to classified material is required in the performance of The WPI Purchase Order.
- 52.208-1 Required Sources for Jewel Bearings and Related Items.
- 252.208-7000 Required Sources for Miniature and Instrument Ball Bearings
- 252.208-7001 Required Sources for Precision Components for Mechanical Time Devices
- 252.208-7002 Required Sources for High-Purity Silicon
- 252.208-7003 Required Sources for High Carbon Ferrochrome
- 252.208-7006 Required Sources for Antifriction Bearings
- 52.210-5 New Material.
- 52.212-13 Stop Work Order.
- 52.215-26 Integrity of Unit Prices (excluding paragraph (c)).
- 52.219-8 Utilization of Small Business and Small Dis- advantaged Business Concerns.
- 52.220-3 Utilization of Labor Surplus Area Concerns.
- 52.222-1 Notice to Government of Labor Disputes. In addition to the Seller's obligation therein, Seller shall also provide timely written notice to WPI when ever any actual or potential event is delaying or threatening to delay delivery of the goods or performance of the services under the WPI Purchase Order.
- 52.222-4 Contract Work Hours and Safety Standards Act--Overtime Compensation.

- 52.223-3 Hazardous Material Identification and Material Safety Data. This clause applies only if Seller must deliver hazardous material under The WPI Purchase Order.
 - 252.223-7001 Hazard Warning Labels. Application same as for 52.223-2 above.
 - 252.223-7004 Hazardous Material Identification and Material Safety Data.
 - 52.225-11 Restrictions on Certain Foreign Purchases.
 - 252.225-7001 Buy American Act and Balance of Payment Program.
 - 252.225-7013 Duty Free Entry
 - 252.225-7014 Preference for Domestic Specialties Metals (including Alternate 1).
 - 252.225-7022 Restriction on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber.
 - 252.225-7027 Limitations on Sales Commissions and Fees. This clause is applicable only if The WPI Purchase Order indicates that it is in support of Foreign Military Sales contract.
 - 252.225-7028 Exclusionary Policies and Practices of Foreign Governments. This clause is applicable only if The WPI Purchase Order indicates that it is in support of Foreign Military Sales contract.
 - 52.227-14 Rights in Data--General. This clause is applicable only if technical data and/or computer software is to be originated, developed, or delivered under The WPI Purchase Order. If so, all data shall be construed to be delivered with unlimited rights unless otherwise agreed to under a special provision to The WPI Purchase Order.
 - 52.227-16 Additional Data Requirements.
 - 252.227-7013 Rights in Technical Data and Computer Software. The applicability of this clause is the same as for 52.227-14 above.
 - 252.227-7014 Rights in Non-Commercial Computer Software
 - 252.227-7016 Rights in Bid or Proposal Information
 - 252.227-7018 Restrictive Markings on Technical Data. The applicability of this clause is the same as for 52.227-14 above.
 - 252.227-7019 Identification of Restrictive Rights Computer Software. The applicability of this clause is the same as for 52.227-14 above.
 - 252.227-7025 Limitations on the Use or Disclosure of Govt-Furnished Information Marked with Restrictive Legends
 - 252.227-7026 Deferred Delivery of Technical Data or Computer Software. The applicability of this clause is the same as for 52.227-14 above.
 - 252.227-7027 Deferred Ordering of Technical Data or Computer Software. The applicability of this clause is the same as for 52.227-14 above.
 - 252.227-7028 Technical Data or Computer Software Previously Delivered to the Govt.
 - 252.227-7030 Technical Data--Withholding of Payment. The applicability of this clause is the same as for 52.227-14 above.
 - 252.227-7034 Patents- Subcontracts
 - 252.227-7037 Validation of Restrictive Markings on Technical Data. The applicability of this clause is the same as for 52.227-14 above.
 - 252.231-7000 Supplemental Cost Principles
 - 252.243-7001 Pricing of Contract Modifications.
 - 52.245-2 Government Property. This clause applies only if Government and/or a higher-tier contractor's property is required in the performance of The WPI Purchase Order. Use of WPI property will be governed by Article 15 of this form.
 - 52.245-17 Special Tooling. This clause is applicable only if special tooling is required to perform The WPI Purchase Order.
 - 52.245-18 Special Test Equipment. This clause is applicable only if special test equipment is required to perform The WPI Purchase Order.
 - 52.246-23 Limitation of Liability.
 - 252.246-7001 Warranty of Data. This clause is applicable only if technical data and/or computer software is to be originated, developed, or delivered under The WPI Purchase Order.
 - 52.247-63 Preference for U.S.-Flag Carriers.
 - 252.247-7024 Notification of Transportation of Supplies by Sea
 - 52.249-1 Termination for Convenience of the Government.
- Additional clauses applicable to orders over \$10,000:**
- 52.215-1 Examination of Records by Comptroller General.
 - 52.215-2 Audit--Negotiations.
 - 252.215-7000 Pricing Adjustments
 - 52.222-20 Walsh-Healey Public Contracts Act.
 - 52.222-21 Certification of Nonsegregated Facilities.
 - 52.222-22 Previous Contracts and Compliance Reports.
 - 52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)).

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52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans.	252.204-7008	Requirements for Contracts Involving Export Controlled Items (If export controlled items involved)
52.222-36	Affirmative Action for applicable Workers with Disabilities	252.211-7003	Item Identification and Valuation (If prime required UID)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era.	252.211-7007	Reporting of Govt-Furnished Equipment in the DOD Item Unique Identification Registry (If UID property in sellers possession)
52.225-10	Duty-free Entry.	52.214-27	Price Reductions for Defective Cost or Pricing Data (If Cost or Pricing Data required)
252.225-7008	Supplies to be Accorded Duty-free Entry. Seller must advise WPI as to the applicability of this clause so that a special provision may be added to The WPI Purchase Order.	52.215-10	Price Reductions for Defective Cost or Pricing Data (If Cost or Pricing Data required)
252.225-7009	Duty-free Entry--Qualifying Country End Products and Supplies.	52.215-11	Price Reductions for Defective Cost or Pricing Data-Modifications (If Cost or Pricing Data required)
252.225-7010	Duty-free Entry--Additional Provisions.	52.215-16	Facilities Capital Cost of Money (If subject to FAR 31.2 & facilities capital cost of money proposed)
52.227-2	Notice and Assistance Regarding Patent and Copy-right Infringement. A concurrent copy of each notice sent to the Government will be sent to WPI.	52.215-17	Waiver of Facilities Capital Cost of Money (If subject to FAR 31.2 & facilities capital cost of money not proposed)
Additional clauses applicable to orders over \$25,000:			
52.203-10	Price Adjustment for Illegal or Improper Activity.	252.215-7004	Excessive Pass-Through Charges (If contract is not FFP)
252.203-7001	Special Prohibition on Employment (excluding paragraph (g)).	52.222-54	Employment Eligibility Verification (E-verify- Applies if the Prime contract is over \$100,000, then the flowdown is to any subcontract PO over \$3000)
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.	252.223-7001	Hazard Warning Labels (If delivery of hazardous materials)
52.211-5	Material requirements	52.225-1	Buy American Act- Balance of Payments Program- Supplies (If non-domestic components)
52.215-20	Requirements for Cost or Pricing Data	52.225-5	Trade Agreements (If non-domestic components)
52.215-21	Requirements for Cost or Pricing Data-Modifications	52.225-8	Duty Free Entry (If imported)
52.222-50	Combating Trafficking in Persons	252.225-7016	Restriction on Acquisition of Ball & Roller Bearings (If bearings supplied)
52.225-13	Restrictions on Certain Foreign Purchases	252.225-7021	Trade Agreements (If other than US-made or designated country end products)
52.227-1	Authorization and Consent including Alt 1.	52.227-9	Refund of Royalties (when reported royalty exceeds \$250)
52.227-8	Reporting of Royalties (Foreign). This clause applies only to orders involving purchase of foreign goods or services exceeding \$50,000.	52.227-10	Filing of Patent Applications- Classified Subject Matter (If work may cover classified subject matter)
52.242-13	Bankruptcy	52.227-11	Patent Rights- Ownership by the Contractor (if contract includes experimental, developmental work)
52.242-15	Stop-Work Order	52.230-2	Cost Accounting Standards (when referenced in contract)
52.243-1	Changes-Fixed Price	52.230-3	Disclosure and Consistency of Cost Accounting Practices (when referenced in contract)
52.244-6	Subcontracts for Commercial Items & Components	52.230-6	Administration of Cost Accounting Standards (If FAR 52.23-2 or -3 applies)
52.246-2	Inspection of Supplies- Fixes Price	52.235-7003	Frequency Authorization (If a frequency authorization is required)
52.246-4	Inspection of Services- Fixed Price	252.244-7000	Subcontracts for Commercial Items & Components (If contract contains commercial items)
52.247-64	Preference for Privately-Owned U.S.-Flag Commercial Vessels.	52.245-1	Government Property (If Govt. property furnished)
52.249-2	Termination for Convenience of the Government	252.246-7003	Notification of Potential Safety Issues (If parts are critical safety items, or part is integral to a critical system)
52.249-8	Default (Fixed-Price Supply and Service)		
Additional clauses applicable to orders over \$100,000:			
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.		
252.203-7001	Prohibition on Persons Convicted of Fraud or other Defense Contract-Related Felonies		
52.215-14	Integrity of Unit Prices		
52.223-2	Clean Air and Water.		
52.223-13	Certification of Toxic Chemical Release Reporting		
52.223-14	Toxic Chemical Release Reporting		
252.225-7026	Reporting of Contract Performance Outside the United States.		
252.247-7023	Transportation of Supplies by Sea		
52.248-1	Value Engineering.	18-52.209-70	Product Removal from Qualified Products List.
Additional clauses applicable to orders over \$500,000:			
252.210-7000	Acquisition Streamlining. This clause will apply only if The WPI Purchase Order exceeds \$1,000,000.	18-52.219-74	Use of Rural Area Small Businesses.
52.215-22	Price Reduction for Defective Cost or Pricing Data.	18-52.223-70	Safety and Health. This clause applies only if The WPI Purchase Order (i) exceeds \$1,000,000 or (ii) regardless of the dollar amount, involves the use of hazardous materials or operations.
52.215-23	Price Reduction for Defective Cost or Pricing Data - Modifications.	18-52.223-72	Potentially Hazardous Items. Seller shall, to the extent applicable, identify all items considered to be hazardous under paragraph (a). Unless stipulated to the contrary by the Seller, WPI shall presume no hazardous items are incorporated.
52.215-24	Subcontractor Cost or Pricing Data.	18-52.227-14	Rights in Data--General. This clause is applicable only if technical data and/or computer software is to be originated, developed, or delivered under The WPI Purchase Order.
52.219-16	Liquidation Damages- Subcontracting Plan	18-52.227-70	New Technology.
252.249-7001	Notification of Substantial Impact on Employment.	18-52.227-72	Designation of New Technology Representative and Patent Representative.
252.249-7002	Notification of Anticipated Contract Termination or Reduction	18-52.235-70	Center for Aerospace Information. This clause applies only if The WPI Purchase Order involves research and development.
Additional clauses applicable to orders over \$650,000:			
52.215-12	Subcontractor Cost or Pricing Data		
52.215-13	Subcontractor Cost or Pricing Data- Modifications		
52.293-14	Subcontractor Cost or Pricing Data- Modifications		
Additional clauses applicable to orders over \$1,000,000:			
252.211-7000	Acquisition Streamlining		
Additional clauses applicable to orders over \$5,000,000:			
52.203-13	Contractor Code of Business Ethics & Conduct	18-52.244-70	Geographic Participation in the Aerospace Program. This clause applies only if The WPI Purchase Order exceeds \$100,000.
52.203-14	Display of Hotline Posters	18-52.246-73	Manned Space Flight Item.
Additional clauses may be applicable to orders (as indicated):			
		18-52.252-70	Compliance with NASA FAR Supplement.