

PTI Technologies Inc. Purchase Order Terms and Conditions

1. **Applicability.** The following Terms and Conditions shall apply to purchases of all articles, materials, work or services ("Supplies") by PTI Technologies Inc. ("Buyer") from the party identified on the face of this Purchase Order (this "Order") ("Supplier"). Buyer and Supplier may be referred to collectively as the "Parties" and as "Party" individually. If this is not a purchase for Supplies under a Government contract then only Articles 1- 28 shall apply. If a Government contract number appears on the face of the purchase order, or the face of the purchase order indicates it is subject to the Federal Acquisition Regulation ("FAR") or the department of defense Federal Acquisition Regulation Supplement ("DFARS"), Article 29 shall apply.
2. **Acceptance.** This Order together with any specifications, drawings, and descriptions appearing on and/or referred to on the face hereof becomes the exclusive agreement between the Parties subject to the terms and conditions herein. Any of the following shall constitute Supplier's acceptance of this Order: (a) acknowledgment of this Order, (b) furnishing of any Supplies under this Order, (c) acceptance of any payment under this Order, or (d) commencement of performance under this Order. Additional or differing terms or conditions proposed by Supplier or included in Supplier's acknowledgment hereof are hereby rejected and shall not be considered a part of this Order or be binding upon Buyer.
3. **Packing and Shipment.** Unless otherwise specified, all packing and packaging shall comply with good commercial practice and applicable carrier's tariffs. The price includes all charges for packing and packaging and for transportation to Buyer's designated delivery point. The packaging, labeling, and shipping of all HAZARDOUS SUBSTANCES, including DANGEROUS MATERIALS, must conform to all applicable international, federal, state, and local laws and regulations. In addition to the application of proper shipping labels on the outside container, each container of a hazardous substance shall be labeled in accordance with Title 8, California Code of Regulations, Article 110, Section 5194, with the identity of the hazardous substance(s), appropriate hazard warnings, and the name and address of the manufacturer, importer or other responsible party. If the terms of this order require delivery F.O.B. place of shipment, the Supplier must at that place bear the expense and risk of putting them into the possession of the carrier and at its risk and expense load the Supplies on board. If the terms of this order require delivery F.O.B. place of destination, the Supplier must at Supplier's own expense and risk transport the Supplies to that place and tender delivery of them to Buyer.
4. **Quality Control and Inspection.** Supplier shall provide and maintain a quality control system adequate to ensure compliance with any quality control requirements or specifications set forth on the face of this Order and acceptable to Buyer. During performance of this Order, Supplier's quality control, inspection system and manufacturing processes are subject to review, verification, and analysis by Buyer and, if a Government prime contract number or other Government designation appears on the face of this order, by an authorized Government representative(s). All Supplies ordered may be subject to (a) inspection, verification, or testing during the period of manufacture; (b) inspection or verification prior to shipment; and (c) final inspection and acceptance at destination notwithstanding any prior payment or inspection and acceptance. Such inspection and verification rights shall extend to the Government, if a Government prime contract number or other Government designation appears on the face of this order. If any inspection or test is made on the premises of Supplier or its lower-tier suppliers, Supplier shall, without additional charge to Buyer, provide and shall require its lower-tier suppliers to provide all reasonable facilities and assistance for the safety and convenience of Buyer and Government inspectors in the performance of their duties. Buyer may reject and hold at Supplier's expense subject to Supplier's reasonable disposal instructions, supplies that do not conform to applicable specifications, drawings, samples or descriptions that are defective in material, workmanship, or design. Without limiting any other rights Buyer may have, Buyer, at its option, may require Supplier (a) to repair or replace at Supplier's expense any Supplies or items thereof, which fail to meet the requirements of applicable design, specifications, and drawings; or (b) to refund the price of any such item. Previously Supplier shall not re-tender rejected supplies reworked to specification or replaced to Buyer unless Buyer has consented to such retainer. Supplier shall notify Buyer of past rejections of all retendered supplies.
5. **Delivery, Advance Manufacturing, and Procurement. Time is of the Essence.** Delivery according to schedule is a material condition of this Order. Supplier shall not, without Buyer's prior written consent, deliver more than five working days in advance of schedule. Buyer may return or store at Supplier's expense any item delivered in advance of the required delivery date specified. If at any time it appears to Supplier that any delivery schedule cannot be met, Supplier shall notify Buyer as soon as possible as to the cause or causes thereof, action being taken to remove such cause or causes, when on-schedule status will be achieved and at Supplier's expense, shall take reasonable action necessary, with or without request of Buyer, to meet such schedules as set forth herein or to recover to the maximum extent possible any delay in meeting such schedules. In the event Supplier fails to make scheduled deliveries, Buyer may procure comparable Supplies elsewhere and Supplier shall, in addition to paying to Supplier any other damages sustained by Buyer by reason of such failure, reimburse Buyer for any additional costs incurred in procuring comparable Supplies.
6. **Warranty.** Supplier warrants that all Supplies furnished pursuant to this Order will be free from defects in material and workmanship, conform to applicable specifications, drawings, samples, and descriptions, or other requirements of this Order, and unless of Buyer's sole design and built to the designated specifications of Buyer, be free from design defects. If there is a breach of warranty, Buyer may return such Supplies at Supplier's expense for correction, replacement or credit as Buyer may direct.

Supplier agrees that, notwithstanding the provisions of any warranties, expressed or otherwise negotiated, with respect to Supplies purchased from Supplier by Buyer or by Buyer's customer, Supplier shall reimburse Buyer for labor and material cost, including overhead and general and administrative expense reasonably incurred by Buyer in connection with: (a) the removal and replacement of such Supplies or components thereof from an assembly or subassembly due to defective material, workmanship or design; or (b) any removal of said supplies at Supplier's request; or (c) the removal of said Supplies required to incorporate any previously authorized changes to said Supplies which Supplier has failed to incorporate in order to maintain a delivery schedule. Inspections and tests by Buyer or the Government do not relieve Supplier of responsibility for defects or other failures to meet the requirements of this Order.

The rights and remedies of Buyer provided in this Section are in addition to and do not limit any other rights afforded Buyer by any other Section herein or otherwise. All warranties shall run to Buyer and its customers.
7. **Changes.** Buyer may at any time make changes within the general scope of this Order in any one or more of the following: (a) drawings, designs or specifications; (b) method of shipping or packing; (c) place of inspection, acceptance, or point of delivery; and (d) delivery schedule. Should any such change increase or decrease the cost of, or the time required for, performance of this Order, an equitable adjustment may be requested by Supplier or Buyer in the price, delivery schedule or both. No request by Supplier for such adjustment will be valid unless submitted to Buyer within thirty (30) days from date of Buyer's notification of Supplier of such change. The request for adjustment should include Supplier's entire claim. Any claim for the cost of redundant material or work in process shall be required to be on the forms and in the detail prescribed by Buyer. SUPPLIER AGREES THAT ITS FAILURE TO SUBMIT SUCH CLAIM OR CLAIMS WITHIN THE THIRTY (30) DAY PERIOD REFERRED TO ABOVE SHALL CONSTITUTE A WAIVER THEREOF. Any clarification, direction, approval, or assistance as may be provided by Buyer's program, engineering or technical personnel concerning the work to be performed or the Supplies to be furnished pursuant to this Order shall not constitute nor be construed as a change to this Order. Only the person designated by Buyer on the face of this Order is authorized to make such changes. Nothing contained in this Section shall relieve Supplier from proceeding without delay in the performance of this Order as changed.
8. **Responsibility for Property.** Supplier shall be liable for any loss, destruction of, or damage to property of the Buyer or the Government in Supplier's possession. Supplier shall be responsible for returning any such property in as good condition as when received except for reasonable wear and tear. Upon request of Buyer, such property will be delivered to Buyer. No such property or any part thereof shall be or become a fixture or lose its

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identity as personal property by reason of affixation to any realty. Buyer, and the Government, if a Government prime contract number appears on the face of this order shall have the right to enter Supplier's premises at all reasonable times to inspect its property and Supplier's records with respect thereto. Supplier shall comply with the provisions of Subpart 45.5 "Management of Government Property in the Possession of Contractors," of the FAR and Appendix H. of the DFAR, "Military Standard Requisitioning and Issue Procedure," when required. Should property of the Buyer be transferred to a third party by Supplier in order to procure Supplies for Supplier's use in the performance of this Order, Supplier shall insert the substance of this Section in its order for procurement of such Supplies.

9. **Use of Buyer's Intellectual Property.** Supplier shall not reproduce, use or disclose any data, designs or other information belonging to or supplied by or on behalf of Buyer ("Buyer's Intellectual Property"), or developed as a result of the performance of this Order, except as necessary in the performance of orders for Buyer. Buyer's Data and any copies thereof shall be returned to Buyer upon completion or earlier termination of this Order. No license is granted under any patents owned by Buyer except for the purpose of Supplier making and selling Supplies to Buyer pursuant to this Order. Where Buyer's Data is furnished to Supplier's suppliers for procurement of Supplies for use in the performance of Buyer's orders, Supplier shall insert the substance of this provision in its orders.

Supplier agrees that all title to and all other rights and legal interests (including copyright) in all data, analyses, graphs, reports, physical property, or other subject matter prepared, procured, or produced in the performance of this Order or based upon Buyer's Intellectual Property shall vest in Buyer. Supplier further agrees to execute an assignment in a form satisfactory to Buyer giving it all title, rights and legal interests to any such data and the copyright therein and all property produced, procured, or prepared. All such materials shall be delivered to Buyer promptly upon expiration or termination of this Agreement. Supplier agrees to have agreements with its employees and agents adequate to be able to convey by such assignment and the assignment referenced below all title, rights and legal interests required by this Section 9.

Supplier further agrees to disclose promptly and in writing to Buyer all inventions, improvements, or discoveries (whether or not patentable) which Supplier conceives or reduces to practice during the period of performance of this Order or which is based upon Buyer's Intellectual Property. Supplier hereby assigns to Buyer all of Supplier's title, rights and legal interests in and to such inventions, improvements, or discoveries. Supplier further agrees to execute and deliver to Buyer all documents and perform all lawful acts which Buyer deems necessary for the preparation, prosecution, issuance, procurement, defense and maintenance of patent applications and patents of the United States or foreign countries covering said inventions, improvements or discoveries and to execute all documents, including assignments in a form satisfactory to Buyer, which shall be requested or necessary to vest all title, rights and legal interests in Buyer in said inventions, improvements, discoveries, patent applications, and patents.

10. **Assignment.** Neither this Order nor any duty or right under it shall be subcontracted, moved to a different facility whether or not under the Suppliers management, delegated, or assigned by Supplier without the prior written consent of Buyer.
11. **Termination for Default.** Buyer may terminate this Order, in whole or in part, without liability, (a) if deliveries are not made at the time or in the quantities specified, (b) in the event of any breach hereof by Supplier, (c) in the event of the institution of any proceedings in bankruptcy or insolvency by or against Supplier, or any parent, subsidiary or affiliate of Supplier, or (d) in the event of the appointment of a receiver or trustee for Supplier or any parent, subsidiary or affiliate of Supplier or any assignment for the benefit of creditors by Supplier or any parent, subsidiary or affiliate of Supplier, except where the default is caused by conditions beyond the Suppliers' control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the Supplier .

12. **Termination for Convenience.** Buyer may terminate this Order, in whole or in part, at any time for its convenience by written notice. Supplier shall immediately comply with Buyer's instructions and, to the extent specified therein, stop work and the placement of subcontracts hereunder; terminate work under subcontracts outstanding hereunder; take any reasonable action to mitigate any damages incurred as a result of such termination; and take any action necessary to protect Buyer's property in Supplier's possession. Within thirty (30) days of receipt of such notice, Supplier shall advise Buyer of the actions taken to comply with Buyer's instructions and shall also notify Buyer of Supplier's intent to file a termination claim. In the event Buyer terminates and Supplier submits a termination claim, Buyer shall pay to Supplier the following: (a) amounts due for Supplies delivered and accepted or services completed in accordance herewith and not theretofore paid for prior to the effective date of termination; and (b) actual work in process costs incurred by Supplier if properly allocable under generally accepted accounting principles to the terminated portion of this Order, including liabilities to subcontractors which are so allocable, excluding any and all costs of supplies which either can be diverted to other orders of Supplier or retained by Supplier for its own use for future orders and exclusive of any costs attributable to Supplier's supplies paid or to be paid for under (a) above. The total settlement shall not exceed the Order price. Such termination claim shall be submitted within sixty (60) days after the effective date of the termination in such form as may be specified by Buyer. Buyer shall not be required to make any determination on any late claim. SUPPLIER AGREES THAT ITS FAILURE TO SUBMIT SUCH CLAIM OR CLAIMS WITHIN THE SIXTY-DAY TIME PERIOD SET FORTH ABOVE SHALL CONSTITUTE A WAIVER THEREOF. Any termination by Buyer for any reason shall be without prejudice to any claims for damages or other rights of Buyer against Supplier.

13. **Indemnification.** In the event Supplier, its officers, employees, agents, suppliers or subcontractors at any tier enter premises occupied by or under the control of Buyer or third parties in the performance of this Order, Supplier shall defend, indemnify and hold harmless, the Buyer, its officers, employees and agents from any claim, suit, loss, cost, damage, expense (including attorney fees), or liability by reason of property damage or personal injury (including death) to any person, including Supplier's employees, of whatsoever nature or kind arising out of, as a result of, or in connection with such performance occasioned in whole or in part by the actions or omissions of Supplier, its officers, employees, agents, suppliers or subcontractors at any tier. Without in any way limiting the foregoing undertakings, Supplier and its suppliers and subcontractors at any tier shall maintain public liability and property damage insurance in reasonable limits covering the obligations set forth herein and shall maintain proper Workers' Compensation Insurance or an approved self-insurance program covering all employees performing this Order.

Supplier further agrees to indemnify and hold harmless Buyer, its officers, employees, agents, suppliers or subcontractors from and against any claim, suit, loss, cost, damage, expense (including attorney fees), or liability by reason of property damage or personal injury (including death) to any person, firm or corporation, of whatsoever nature or kind arising out of the manufacture, sale, or subsequent use of the Supplies purchased under this Order.

14. **Patent Indemnity, Trademarks, Trade secrets and Copyrights.** Unless of Buyer's design, Supplier guarantees that the sale and use of Supplies and the use of any processes or methods related to the Supplies will not infringe any United States or foreign patents, trademarks, trade secrets, copyrights or other property rights ("Intellectual Property Rights"). Supplier shall defend, indemnify and hold Buyer and its customers harmless from any loss, cost, damage, expense (including attorney's fees), or liability which may be incurred on account of infringement or alleged infringement of any Intellectual Property Rights with respect to such Supplies and defend, at its own expense, any action or claim in which such infringement is alleged.
15. **Equal Opportunity.** The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246 as amended and the implementing rules and regulations in Title 41, Code of Federal Regulations, Part 60, are incorporated herein by reference unless this order is exempted by rules, regulations or orders the Secretary of Labor issued pursuant to Section 204 of E.O. 11246 or provisions of any superseding E.O. As used in said clause, "Contractor" means Supplier. Supplier agrees to provide Buyer with an

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executed Equal Employment Opportunity Certificate indicating Supplier's compliance or exempt status on an annual basis when requested by Buyer. It is incorporated herein by reference and shall be valid until the next annual request by Buyer.

16. **Gratuities, Gifts and Kickbacks.** Buyer may, by written notice to Supplier, terminate for default the right of Supplier to proceed under this order if Buyer has reasonable cause to believe that gratuities (in the form of entertainment, gifts or otherwise) or kickbacks were offered or given by Supplier, or any agent or representative of Supplier, to any officer, employee or representative of Buyer with a view toward securing this order or securing favorable treatment with respect to the award or amendment of this order or the making of any determination with respect to the performance of this order. The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
17. **Labor Disputes.** Whenever any actual or potential labor dispute delays, or threatens to delay, the timely performance of this order, Supplier shall immediately give notice thereof to Buyer. Supplier shall insert the substance of this provision in its orders issued hereunder.
18. **Compliance with Law.** In the performance of this Order, Supplier agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto. Supplier further agrees to indemnify Buyer against any loss, cost, damage, or liability by reason of Supplier's violation of this Section.
19. **Remedies.** The rights and remedies of Buyer provided herein shall be cumulative and in addition to any other rights and remedies provided by law or equity.
20. **Waiver.** The failure of Buyer in any one or more instances to insist on performance of any provision of this Order shall not be construed to be a waiver of such provision in any subsequent instance.
21. **Nondisclosure of Information.** Supplier shall not, without prior written consent of Buyer, disclose any information relative to this Order.
22. **Tooling, Material and Special Test Equipment.** (a) Title and the right to immediate possession of all tooling, material, and special test equipment furnished by Buyer to Supplier or ordered by Buyer from Supplier shall remain in or vest in the Buyer, unless it is identified as property of the Government, whereby it shall remain property of the Government. The Buyer neither warrants nor represents the quality or suitability of such tooling, material, or special test equipment for their intended use. (b) Subject to the provisions of paragraph (a) above, if this order is for tooling, such tooling shall become the property of the Buyer or the Government, as applicable, upon acceptance thereof by the Buyer. (c) Final invoices shall be submitted for tooling after acceptance by Buyer of sample or production parts for which the tooling was ordered. Payment by Buyer of final invoices for tooling will be made following receipt of documentation (i) showing Buyer's part number and tool number and/or other identifying data Buyer may require and the unit price of each tool for which payment is sought; and (ii) bearing Supplier's certification that each tool listed is completed and satisfactory for use for which it is intended. (d) Tooling, material and special test equipment shall be maintained in good condition and must be permanently identified showing (i) the Government prime contract number (if one is indicated on this order); (ii) the Buyer's name; (iii) the part number; and (iv) the tool number. (e) Unless otherwise authorized by Buyer, all tooling, material and special test equipment ordered or furnished by Buyer (unless it is Government property) shall be used in support of Buyer's orders only. Tooling, material, and special test equipment shall be promptly disposed of at any time as Buyer may direct, with no additional cost to Buyer. Such tooling, material, and special test equipment shall not be co-mingled with property belonging to Supplier or others, except as such material that may be incorporated into or attached to Supplies consumed or expended in the performance of this order. (f) Supplier shall maintain inventory control of all such tooling, material, and special test equipment and furnish inventories and reports as required by Buyer. (g) Supplier shall include the substance of this Article and Article 8 in its orders to procure Supplies for use in the performance of this order.
23. **Payment.** The original and other copies of invoices shall be mailed at or after the time of shipment. The time for payment of Supplier's invoices shall commence upon the date of actual receipt of invoices in complete accordance with the requirements of this Order or the date of acceptance of goods, whichever is later.
24. **Governing Law.** A. The validity, interpretation, and performance of this Order shall be governed by and construed in accordance with the laws of the state of California, excluding its conflicts of laws rules, and in accordance with applicable federal laws and regulations. In the event any part of this Order is determined for any reason to be unenforceable, such determination shall have no effect on any other part hereof. B. If a United States Government prime contract number or other Government designation appears on the face of this order, the provisions of this order shall be governed by and construed in accordance with the law of United States Government Contracts as set forth by statute and applicable regulations and decisions by the appropriate courts and Boards of Contract Appeals. To the extent that the law referred to in the foregoing sentence is not determinative of an issue, recourse then shall be first to the laws of the State of California and then to the Uniform Commercial Code.
25. **Arbitration.** Any and all disputes arising between Buyer and Supplier in connection with this sale, including the negotiation, interpretation, performance, breach, or termination thereof, shall be resolved exclusively by binding arbitration pursuant to the rules of Conciliation and Arbitration of the American Arbitration Association ("Association"). The arbitration shall be conducted in the English language by a single arbitrator chosen by both Buyer and Supplier or, if they are unable to agree, by the Association, and shall be held in, Oxnard, California or such other place as the parties may agree. The parties shall have three (3) days to object in writing to the appointment of the arbitrator, the sole basis for such objection being an actual conflict of interest. The Association, in its sole discretion, shall determine within three (3) days the validity of any objection. Buyer and Supplier agree to exclude any right of application or appeal to any court in connection with any question of law arising in the course of the arbitration except for purposes of enforcing this agreement to arbitrate or the award and to seek relief or other interim measures in support of arbitration. The arbitrator shall have the right to assess the costs of arbitration, including the legal fees and other costs incurred by either party, against the losing party or in such manner as the arbitrator deems just. The award of the arbitrator shall be final and binding and not subject to judicial review, except as provided by law in a proceeding to enforce the award. The provisions of this Section 24 shall survive the termination of this sale.
26. **Jurisdiction and Venue.** Where federal jurisdiction exists over any action, suit, or proceeding for equitable relief arising out of or in any way connected with this Agreement or to enforce the arbitration decision, the parties designate the United States District Court for the Central District of California, Los Angeles Division, for the exclusive resolution of the dispute and submit to the jurisdiction of that court. Where federal jurisdiction does not exist over that action, suit, or proceeding, the parties designate the Ventura County Superior Court, California, for the exclusive resolution of the dispute and submit to the jurisdiction of that court. Nothing in this Section is intended to limit in any way a party's right to appeal all or any part of a decision or ruling or judgment of any court.
27. **Miscellaneous.** This Order constitutes the full understanding of the parties. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement the terms or conditions of this Order shall be binding unless hereafter made in writing and signed by the parties.
28. **Severability.** If any provision of this Order is determined to be ineffective or invalid, all other provisions of this Order shall remain effective and valid provided the purpose of the remaining valid and effective provisions is not frustrated.
29. **Liquidated Damages.** If Supplier fails to deliver the goods or perform the services within the time specified in the contract, the actual damage to Buyer for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, Supplier will pay to Buyer a fixed, agreed, and liquidated damage for each calendar day of delay; except when the delay is a result of a cause beyond the control of the Supplier. Buyer will ascertain the facts regarding the delay, the length of the delay, and will extend the

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time performance of the contract, if in Buyer's judgment; the findings of fact justify an extension to the contract.

If Buyer cancels the contract, in whole or part, under Termination of Default (paragraph 11) Supplier will be liable for such liquidated damages accruing until such time as Buyer may reasonably obtain delivery of substitute goods or performance of substitute services.

Liquidated damages if called for by Buyer from Supplier shall be three – fourths of one percent (0.75%), of the contract price of the Item or Service per each calendar day of delay. The scheduled delivery date used for computing such credit shall be the delivery date agreed at the time of original contract placement, or another date from a subsequently issued BUYER contract change order.

30. **Consequential Damages.** If Buyer incurs penalties for late delivery that can be directly attributed to the supplier's late delivery to Buyer, Buyer will pass along all such charges to the vendor
31. **Government Contracts.** Except as otherwise indicated on the face of this order, the FAR and DFARS clauses specified in this Article, as in effect on the date of this order, are incorporated herein by reference. Further, Supplier agrees to obtain and use the proper issue of all documents referred to herein and required for performance hereunder. As used in the FAR and DFARS clauses specified in this Article, "Government" and "Contracting Officer" mean Buyer (PTI) where applicable, "Contractor" means Supplier, "Contract" means this order unless the context of the clause requires otherwise and "subcontract" means "Supplier's purchase order or subcontract issued pursuant to this order". For the clauses listed below which set forth dollar thresholds, please note that such thresholds are subject to change by the government.
32. **Market Pricing.** Buyer reserves the right to evaluate current market pricing throughout the term of this agreement. If it is determined that Buyer can purchase one or more of the PRODUCTS or products similar to PRODUCTS of comparable quality and quantity from another source at a lesser price, Supplier will be given the opportunity to meet the market price. Buyer reserves the option to decide to move respective PRODUCTS to a new source. As a result, if PRODUCTS are moved to a new Supplier, this agreement may, at Buyer's option, be terminated as provided at paragraph 12, Termination for Convenience.
33. **Regulatory Compliance – Export Controls.** Supplier understands and agrees that the information disclosed, made available or provided herein is private, confidential, and proprietary, and may also be controlled technical data or technology under the Export Administration Regulations ("EAR") or International Traffic in Arms Regulations ("ITAR"), Office of Foreign Assets Control ("OFAC"), or subject to other laws or regulations. Supplier agrees and covenants that it will not release, show, make available, disclose or deliver in any form or fashion all or any part of this information to any person who is not a U.S. Citizen, a lawful permanent resident of the United States (i.e., valid "Green Card" holder – a Visa is irrelevant for this purpose), or who has received Political Asylum in the United States without first having determined whether it is lawful to do so under U.S. laws including the EAR, ITAR, and OFAC. Further, Supplier will not release, show, make available, disclose or deliver in any form or fashion all or any part of this information to any non-U.S. Person without having first obtained the necessary license or approval that may be required from the U.S. Department of Commerce, Department of State, Department of Treasury, or other agency, department, or office. Supplier agrees that if a license or other approval is necessary it will promptly advise Buyer in writing of its determination and confirm that it has not released any controlled technical data or technology and that it is seeking a license or other approval.
34. **Part Changes / Aftermarket Sales.** Supplier understands that on parts purchased from Supplier, where Buyer holds source-controlled drawing design rights, no changes shall be made by Supplier to Buyer's drawings or specifications without prior written approval from Buyer. Supplier further agrees not to sell such parts to anyone other than Buyer, or another purchaser approved by Buyer in writing, and in advance, for any sale of such products, or the sharing of any specification or drawing information related to such parts. Such limitations survive termination or completion of any purchase orders/contracts for the items from Buyer.

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FAR CLAUSES

15.001	Definitions (Price Negotiations)	52.227-12	Patent Rights - Retention by the Contractor (long form)
31.001	Definitions (Cost Principles)	52.227-13	Patent Rights – Acquisition by the Government
52.202-1	Definitions	52.227-14	Rights in Data – General
52.203-3	Gratuities	52.227-15	Rights in Data – SBIR Program 52.228-3
52.203-5	Covenant Against Contingent Fees	52.228-7	Insurance – Liability to Third Persons
52.203-6	Restrictions on Subcontract Sales to the Government	52.229-3	Federal, State, and Local Taxes (Applicable to Purchase Orders over \$100,000)
52.203-7	Anti-Kickback Procedures	52.230-1 thru –5	Cost Accounting Standards
52.204-2	Security Requirements	52.232-11	Extras
52.204-10	Federal Acquisition Regulation; FAR Case 2008-039, Reporting Executive Compensation and First-Tier Subcontract Awards	52.236-13	Accident Prevention
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.	52.242-13	Bankruptcy (Applicable to Purchase Orders over \$100,000)
52.211-15	Defense Priorities and Allocation Requirements	52.242-14	Stop Work Order
52.214-26	Audit and Records – Sealed Bidding	52.244-2	Subcontracts
52.215-1	Instructions to Offerors – Competitive Acquisition	52.244-5	Competition in Subcontracting (Applicable to Purchase Orders over \$100,000)
52.215-2	Audit and Records – Negotiation	52.245-2	Government Property
52.215-10	Price Reduction for Defective Cost or Pricing Data	52.245-17	Special Tooling
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modification	52.245-18	Special Test Equipment
52.215-12	Subcontractor Cost or Pricing Data	52.246-1	Contractor Inspection Requirements
52.215-13	Subcontractor Cost or Pricing Data – Modification	52.246-2	Inspection of Supplies
52.215-14	Integrity Of Unit Prices	52.246-4	Inspection of Services
52.215-19	Notification of Ownership Changes	52.245-23	Limitation of Liability (Applicable to Purchase Orders over \$100,000)
52.215-20	Requirements for Cost or Pricing Data	52.247-34	F.O.B. Destination
52.215-21	Requirements for Cost or Pricing Data – Modification	52.248-1	Value Engineering (Applicable to Purchase Orders over \$100,000)
52.219-8	Utilization of Small Business Concerns	52.252-2	Clauses Incorporated by Reference
52.219-9	Small Business Subcontracting Plan		
52.219-16	Liquidated Damages – Subcontracting Plan		
52.222-1	Notice to the Government of Labor Disputes	52.252-2	
52.222-4	Contract Work Hours and Safety Standards Act		
52.222-20	Walsh-Healey Public Contracts Act (Applicable to Purchase Orders over \$10,000)	DOD FAR Supplement	
52.222-21	Prohibition of Segregated Facilities (Applicable to Purchase Orders over \$10,000)	252.201-7000	Contracting Officer’s Representative
52.222-22	Previous Contracts and Compliance Reports (Applicable to Purchase Orders over \$10,000)	252.201-7001	Prohibitions on Persons Convicted of Fraud or Other Defense Contracts Related Felonies (Applicable to Purchase Orders over \$100,000)
52.222-24	Pre-Award on-Site Equal Opportunity Compliance Review (Applicable over \$10,000)	252.204-7000	Disclosure of Information
52.222-25	Affirmative Action Compliance (Applicable to Purchase Orders over \$10,000)	252.215-7002	Cost Estimating Requirements
52.222-26	Equal Opportunity (Applicable to Purchase Orders Over \$10,000)	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Applicable to Purchase Orders over \$10,000)	252.223-7001	Hazard Warning Labels
52.222-36	Affirmative Action for Workers with Disabilities (Applicable to Orders over \$10,000)	252.223-7004	Drug-Free Work Force
52.222-37	Employment Reports on Disable Veterans and Veterans of the Vietnam Era (Applicable to Purchase Orders over \$10,000)	252.225-7000	Buy American Act
52.222-2	Hazardous Material Identification and Material Safety Data	252.225-7014	Preference for Domestic Specialty Metals, Alt 1
52.223-6	Drug Free Workplace	252.225-7025	Restriction on Acquisition of Forgings
52.223-7	Notice of Radioactive Materials	252.227-7013	Rights in Technical Data
52.223-11	Ozone Depleting Substances	252.227-7015	Technical Data – Commercial Items
52.224-2	Privacy Act	252.227-7016	Rights in Bid or Proposal Information
52.225-13	Restrictions on Certain Foreign Purchases	252.227-7018	Rights in Noncommercial Technical Data and Computer Software SBIR Program
52.225-14	Translation between English Version and Translation of Contract	252.227-7034	Patents – Subcontracts
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	252.227-7037	Validation of Restrictive Marking on Technical Data
52.226-2	Historically Black College or University and Minority Institution Representation	252.231-7000	Supplemental Cost Principles
52.227-1	Authorization and Consent		
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Applicable on Purchase Orders over \$100,000)		
52.227-3	Patent Indemnity		
52.227-6/9	Royalty Information		
52.227-10	Filing of Patent Applications		
52.227-11	Patent Rights – Retention by the Contractor (short form)		