



## **PURCHASE ORDER TERMS AND CONDITIONS**

### **SECTION A DEFINITIONS**

The following definitions apply unless otherwise specifically stated:

- \* "Buyer" means New Phoenix Aerospace., the legal entity issuing this Order.
- \* "Buyer's Purchasing Representative" means the individual designated by Buyer as its authorized representative for communications with Seller in connection with this Order.
- \* "Seller" means the legal entity which contracts with the Buyer.
- \* "Order," or "Purchase Order" means this purchase order, including addenda or amendments hereto.
- \* "Subcontractor" means Seller's subcontractor(s).

### **SECTION B BUYER'S STANDARD COMMERCIAL CLAUSES**

**B-1 ACCEPTANCE** – Seller's acceptance of this Order is expressly limited to the terms and conditions stated herein. Any additions, deletions, or differences in any terms proposed by Seller are hereby objected to and rejected unless Buyer otherwise agrees in writing. Seller shall indicate its acceptance of this Order by having its duly authorized representative sign the signature block on the Acknowledgment Copy of this Order. Seller shall return the executed Acknowledgment Copy of this Order within ten (10) days of receipt from Buyer. If Seller fails to do so, this Order shall be deemed accepted upon Seller's commencement of any work or performance for this Order. This Order, when accepted, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes any other prior or contemporaneous agreements, representations or understandings between the parties with respect to its subject matter. No different or additional provision, change or modification to this Order shall be binding upon Buyer unless in writing and signed by Buyer's Purchasing Representative.

**B-2 SPECIFICATIONS, DRAWINGS, DATA** - All specifications, drawings and data referred to in this Order are incorporated by reference herein and made a part hereof. Seller acknowledges that it has available to it all specifications, drawings and data incorporated in this Order and that they are adequate to enable Seller to perform the work required of this Order in accordance with the delivery schedule.

**B-3 MARKING, PACKING AND SHIPPING** - A master packing sheet in duplicate shall accompany each shipment. Packing sheets shall not show any prices. Buyer's count or weight shall be accepted as final and conclusive on shipments not accompanied by packing sheets. Each container shall have plainly marked on its exterior the following: (1) Name of Seller, (2) Name of Buyer, (3) Order number, (4) Quantity of Parts or Units in container, (5) Part Number, (6) Date of shipment, (7) Bill of Lading Number, (8) Packing Sheet Number, (9) Shipping Container Number in Lot, and (10) Number of Containers in Lot. Seller shall mark, pack and ship all goods and supplies in accordance with the requirements of this Order, any supplemental Buyer instructions, and so as to be in compliance with applicable transportation regulations and good commercial practice for protection and shipment. Seller shall secure the most advantageous transportation service and rates consistent therewith. Bills of lading, express receipts, or other evidence of shipment containing the information required above shall be mailed to Buyer on date of shipment. All shipments by Seller to Buyer under this Order shall be F.O.B. destination.

**B-4 TAXES** - Except as may be otherwise provided in this Purchase Order, the prices herein include all applicable federal, state and local taxes and duties, but do not include any such tax or duty for which an exemption is available. Seller agrees to accept and use any exemption certificates supplied by Buyer, if acceptable to the taxing authorities. In case it shall ever be determined that any tax or duty included in the prices herein was not required to be paid by Seller, or if required to be paid is subject to refund, the price shall be decreased by the amount thereof or such amount shall be paid to Buyer as Buyer may elect. The price shall be similarly decreased if Seller, through fault or negligence or failure to follow Buyer's instructions, is required to pay or does not obtain a refund or drawback or any such tax or duty.



**B-5 INVOICES** - Seller shall submit separate invoices for each shipment or completed service against this Order containing the information required above together with the agreed prices for the goods, supplies or services in question. Buyer shall process Seller's invoices for payment within 30 days of receipt of same by Buyer, provided, however, that Buyer shall have no obligation to pay Seller unless and until the goods, supplies and/or services covered by this Order have been inspected, tested and/or found acceptable under this Order.

**B-6 PUBLIC RELEASES** - Except as required by law or regulation, no news release, public announcement or advertising material concerned with this Order shall be issued by Seller without prior written consent of Buyer.

**B-7 COMPLIANCE WITH LAWS** - Seller in the performance of this Order shall comply with all federal, state and local laws, rules and regulations applicable to or incorporated by reference in this Order, including but not limited to, all applicable environmental protection laws, rules and regulations, the Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 201 et seq.) and all rules and regulations thereunder. Each invoice submitted against this Order shall constitute a representation and warranty by Seller that the goods, supply and/or services were delivered in compliance with all such legal requirements, and if Buyer is subjected to any liability as the result of Seller's or its Subcontractors' failure to comply with the requirements of this clause, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense resulting from such failure.

**B-8 BUYER FURNISHED PROPERTY -**

(a) All tooling, equipment or material of every description furnished to Seller by Buyer, or acquired or manufactured by Seller for use in the performance of this Order, the costs of which are charged to this Order, and any replacement thereof, shall be and remain the property of the Buyer, except when title to such property lies with the Government, in which case the property shall be and remain Government property. Buyer makes no representation whatsoever with respect to any such property, or as to its adequacy or condition.

(b) Seller (1) shall be responsible for all loss or damage to any such property while in Seller's custody or control except for reasonable wear and tear, (2) shall keep adequate cost records of same, (3) shall keep same in working condition, (4) shall not substitute any property for same, and (5) shall not use any such property except in filling Buyer's orders.

(c) Said property, together with operation sheets or process data necessary to show the use thereof shall be subject to removal at Buyer's direction, and, upon completion, cancellation or termination of this Order, shall be held free of charge pending instructions from Buyer.

(d) With respect to tooling charged to this Order, Buyer shall not be obligated to pay the cost thereof until (1) the first run of parts fabricated by means thereof is accepted pursuant to Clause B-10 as conforming to Order requirements, (2) Seller furnishes an itemized list of such tooling and (3) Seller has marked or otherwise adequately identified same to correspond to the number of the part made by means thereof.

(e) For the purposes of this Clause, the term "material" includes but is not limited to items such as parts already in process by Buyer, and forgings, castings, bar stock and other material supplied by Buyer to be processed, manufactured and/or incorporated by Seller into deliverable items under this Order. If Seller scraps such items in excess of any permissible scrap allowance set forth on the face sheet of this Order Seller shall, without limiting Buyer's other remedies under this Order, at law, or in equity, be liable for the full replacement cost of such items.

**B-9 DELAYS IN PERFORMANCE** - Neither party shall be liable for damages or delays in performance due to causes beyond its reasonable control or without its fault or negligence including but not limited to, acts of God or the public enemy, acts of the federal, state or local governments, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, provided, however, that Seller shall be relieved of liability only if it shall give written notice to the Buyer of the cause of the delay within five days from the beginning thereof and, provided, further, and notwithstanding any other provisions of this Order, if in Buyer's judgment such delays shall threaten or impair Buyer's ability to meet its delivery schedule, Buyer may, at its sole option and without obligation or liability to Seller, cancel or terminate this Order by written notice to Seller.

**B-10 INSPECTION AND REJECTION -**

(a) All supplies, material and services shall be subject to inspection and test at all times and places, including the period of manufacture and in any event prior to acceptance, by Buyer, Buyer's customer, and also by the Government if a Government Prime Contract number appears on the face of this Order or if this Order otherwise indicates that it is placed under a Government Prime Contract. Seller shall provide, without charge, facilities,



assistance and pertinent data required for adequate and convenient inspection and test by personnel of the Buyer, Buyer's customer and/or the Government.

(b) Seller shall provide and maintain a higher level quality control system compliant with the requirements of ISO 9000 and any revisions thereto, and in accordance with any specifications cited herein. Buyer may base its rejection of any or all supplies, material and services on inspection by sampling. In case of rejection, Buyer shall not be liable for any reduction in value of items used in connection with such inspection or test. Nothing in this Clause shall relieve Seller of its obligations to make full and adequate test and inspection and to furnish supplies material and services which conform to all Order requirements and are free from defects.

(c) All supplies, material and services are subject to final inspection and acceptance at destination, notwithstanding prior inspection or payment. In case any supplies, material or services are defective or otherwise not in conformity with Order requirements, Buyer may elect to terminate this Purchase Order for default or, without waiving any other remedies that may be provided by law, may (1) reject and return the supplies and material at Seller's expense for refund of invoice price or for correction or replacement or (2) rework same to conform them to Order requirements and charge Seller the cost occasioned thereby, or (3) require that Seller re-perform non-conforming services and/or (4) equitably adjust the price. This Clause shall not affect any of the rights or liabilities of the parties under Clause B-11 hereof entitled "Warranty".

#### **B-11 WARRANTY -**

(a) Seller warrants that all goods, supplies or services delivered under this Order shall be merchantable, free from defects in material and workmanship, conform to specifications and drawings, and, to the extent that detailed designs have not been furnished by Buyer, be free from defects in design and suitable for the purposes intended by Buyer. Buyer's approval of designs furnished by Seller shall not relieve Seller of its obligations under any provision of this Order, including this Warranty.

(b) Seller's warranties hereunder shall run to Buyer, its successors, assigns, customers and users of its products and shall extend to any defect or nonconformity arising within one year after delivery to Buyer .

(c) With respect to items not in accordance with any such warranties, Buyer, without waiving any remedies provided by law and/or under this Order, may require Seller (1) to correct or replace items, or re-perform services at Seller's risk and expense or (2) to refund such portion of the Order price as is equitable under the circumstances. Items or material corrected or replaced shall be subject to the provisions of this Order in the same manner as those originally delivered hereunder. If Seller refuses or fails promptly to correct or replace such items, or to re-perform services when requested by Buyer, Buyer may, by contract or otherwise, correct or replace such items or procure substitute services and Seller agrees to reimburse Buyer for the costs incurred thereby.

**B-12 ASSIGNMENT, SUBCONTRACTING AND SET OFF -** None of the sums due or to become due under this Order shall be assigned nor shall Seller subcontract this Order or any substantial portion thereof (except for standard commercial supplies or raw materials) without Buyer's prior written consent. Buyer shall have the right to set off against any amounts which may become payable by Buyer to Seller under this Order or otherwise any amounts which Seller may owe to Buyer, whether arising under this Order or otherwise.

**B-13 ADVANCE MANUFACTURING, PROCUREMENT AND DELIVERY -** Seller shall not manufacture, procure materials, or perform any other work with respect to any supplies, material or services ordered hereunder except in strict accordance with releases in writing issued by the Buyer. In the event of change, Termination for Convenience or Cancellation of unreleased quantities, no claim will be allowed with respect to such unreleased quantities nor shall any adjustment be made in the price of supplies or material delivered or released for delivery.

#### **B-14 REPRODUCTION AND DATA RESTRICTIONS -**

(a) Seller agrees not to make any use of the data, drawing, specifications, and other information furnished to it by Buyer except for the performance of this Order, and Seller further agrees not to disclose such data, drawings, specifications, or other information to others except for the performance of this Order under similar restrictions against use and disclosure. Upon completion, cancellation or termination of this Order, Seller shall return to Buyer, on demand, all such data, drawings, specifications, and other information including copies made by Seller and Seller's subcontractors.



(b) Notwithstanding the restrictions against use and disclosure contained in the preceding paragraph, data, drawings, specifications and other information furnished to Seller by Buyer may be used by Seller in the manufacture of articles for direct sale to the Government to the extent that the Government has the right to authorize such use by Seller of said data, drawings, specifications and other information for Seller's performance of such work, provided that Seller:

- (i) give Buyer written notice of each such prospective use at least ten (10) days prior to acceptance of a contract for such articles from the Government, which notice shall contain the name and address of the procuring agency issuing the contract and the citation of the authority by which the Government is exercising the right to authorize such use by Seller;
- (ii) to the extent practical, prominently identify each article as being manufactured by Seller in the performance of a contract for the Government;
- (iii) advise Buyer of the method of identification used;
- (iv) make no claim against Buyer which arises out of use by Seller of such data, drawings, specifications or other information; and
- (v) indemnify Buyer and hold Buyer harmless from or against any claims or liabilities resulting from the performance of contracts for the Government.

Where Buyer's data, drawings, specifications or other information are furnished to Seller's supplier for procurement of supplies by Seller for use in the performance of this Order, Seller shall insert the substance of this provision in its subcontracts with its suppliers.

**B-15 DESIGN AND INVENTION RIGHTS** - If this Order has as one of its purposes, design, experimental, development or research work, Seller agrees to communicate promptly to Buyer full details of any design or invention (whether or not patentable) conceived or first reduced to practice by Seller or any of its employees in connection with the performance of this Order. Upon Buyer's request, Seller shall assign to Buyer all right, title and interest of Seller or its employees in each such design or invention, and perform all acts (at Buyer's expense) and execute all papers which are necessary to vest in Buyer full right, title and interest therein, including the patenting thereof.

**B-16 RELIANCE** - Buyer issuance of this Order is based in part on Buyer's reliance upon Seller's ability, expertise, and awareness of the intended use of the goods and/or services provided hereunder, and Seller's continuing compliance with all applicable laws and regulations during the performance of this Order. Seller acknowledges that it is, and that Buyer relies upon Seller as an expert, fully competent in all phases involved in designing, producing, testing, developing, tooling, manufacturing, modifying, altering, reconditioning, stocking, training and servicing the goods and/or services provided under this Order. Seller will not deny responsibility or obligation to Buyer on the grounds that any such phase was approved or reviewed by Buyer or on the grounds that Buyer provided drawings, advice, suggestions or recommendations to Seller.

**B-17 DISPUTES** –

- (a) The parties shall attempt in good faith to resolve any dispute between them arising out of or relating to this Order promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Order. Such discussions and disclosures shall be treated as compromise and settlement negotiations.
- (b) Either party may propose submission of the dispute to arbitration, or to a private judicial procedure, or to another alternative dispute resolution process; but no party is obligated to agree to any procedure other than negotiation or litigation.
- (c) In the event the parties are unable to resolve a dispute under Clause B-17 (a) and (b) above, Seller hereby irrevocably consents to the jurisdiction of the federal and/or state courts sitting in Cleveland County, North Carolina as the sole jurisdictions for the resolution of disputes between them, and Seller hereby waives and agrees to not to assert any defense that said courts lack *in personam* jurisdiction over it or constitute an inconvenient forum for the resolution of such disputes.
- (d) Pending resolution of any such dispute by settlement or by final judgment, the parties shall proceed with performance. Seller's performance shall be in accordance with the written instructions of Buyer's Purchasing Representative.



B-18 WAIVER - The failure of Buyer to insist on performance of any provision of this Order shall not be construed as a waiver by Buyer of that provision in any later instance.

B-19 CHOICE OF LAW; INTERPRETATION OF CONTRACT. This Order shall be governed by, construed and interpreted according to the laws of the State of North Carolina, exclusive of its rules with respect to conflicts of law. The headings contained in these terms and conditions are for organization and reference and shall not affect interpretation of this Order.

B-20 PARTIAL INVALIDITY - If any clause or part of this Order shall be finally determined by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, this Order shall remain in full force and effect as though said illegal or unenforceable clause or part were not contained herein.

B-21 INDEMNITY –

(a) Patents and Intellectual Property. Seller shall indemnify and save Buyer harmless from all losses, damage and liability which may be incurred on account of infringement or alleged infringement of any United States or foreign patent, or other claimed intellectual property right, whether or not patentable, with respect to all goods and supplies delivered under this Order, except for items manufactured by Seller pursuant to designs solely developed by Buyer and furnished to Seller by Buyer. Seller shall, at its own expense, settle or defend all suits, actions or claims against Buyer in which any such infringement is alleged, and if any judgment shall be rendered against Buyer in any such suit, action, or claim, Seller shall, at its own cost and expense, satisfy and discharge same. The foregoing obligations shall apply to all claims asserted by third parties against Buyer, including patent infringement claims of the Government against Buyer, unless Government patent indemnity is elsewhere provided for in this Order.

(b) Personal Injury and Property Damage. Seller covenants and agrees at all times to protect, defend, hold harmless and indemnify Buyer, its parent and affiliated companies and their respective directors, officers, employees, successors and assigns from and against any and all claims of loss, damage or injury from and against any suits, actions, or legal proceedings of any kind brought against Buyer, or such other parties by or on account of any person, persons, or entities, on account of any injuries received or sustained by any person, persons, or entities in any manner and/or any damages suffered by Buyer, (howsoever arising, including without limitation, by reason of negligence, breach of warranty, defect in design, material, workmanship, services or otherwise, and even though strict liability be claimed), directly or indirectly caused by, incident to, or growing out of defects in the design, manufacture or materials used in the goods, or negligence in the manufacture or installation of the goods or any other services supplied hereunder.

(c) Insurance. Seller shall also maintain commercially available public liability, contractual liability, property damage, and employer's liability and worker's compensation insurance sufficient to protect Buyer from the aforesaid risks.

B-22 CANCELLATION (TERMINATION FOR DEFAULT)

(a) Buyer may, at its election, cancel this Order in whole or in part by giving notice of default to Seller: (1) subject to the provisions set forth in Clause B-9, if Seller refuses or fails to deliver the supplies or services or any part thereof strictly within the time period specified; (2) if Seller fails to comply strictly with any provision of or repudiates this Order; or (3) if Seller becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency or the relief of same.

(b) Upon cancellation Seller's liability to Buyer shall include all remedies to which Buyer is entitled to at law or equity including but not limited to the cost of effecting cover for goods, or the cost or procuring alternative services by purchases or otherwise; and Buyer may require Seller to transfer title and deliver as directed all property produced, procured or allocated by Seller for this Order, or any canceled portion thereof.

(c) Buyer's liability to Seller after cancellation shall be limited to the sum of the agreed price for accepted supplies or services (equitably reduced if they are non conforming and also subject to Buyer's right to deduct damages from the price) and, should Buyer, pursuant to (b) above, require the delivery of property, the smallest of (1) its reasonable market value or (2) its cost to Seller.

(d) Upon cancellation Buyer may require that Seller assign instead of terminate its purchase orders and subcontracts hereunder to the extent and in such manner as Buyer may direct.



**B-23 TERMINATION FOR CONVENIENCE** - Buyer shall have the right, even though Seller is not in default, to terminate this Order in whole or in part by written notice without judicial intervention being necessary. In such event, Seller shall be paid the agreed price for the goods or services delivered to and accepted by Buyer, plus reasonable costs incurred on any partly completed goods or services so terminated, which shall in no event exceed the agreed price, less the aggregate of all prior payments made. All amounts paid shall be determined in accordance with generally accepted accounting principles. In connection with any such termination, Buyer may examine Seller's records relating to this Order as Buyer may deem necessary, provided, however, that if Seller objects to an examination of Seller's records by Buyer, a mutually acceptable independent certified public accounting firm may make such examination and prepare a report for both parties at Seller's sole expense. Upon payment of the amounts specified above, Seller shall make such disposition of completed and uncompleted goods as Buyer may direct. Immediately upon receipt of a notice of termination Seller shall stop the work terminated to the extent specified in the notice and place no further order or subcontracts except as may be necessary for the completion of the work not terminated.

**B-24 STOP-WORK ORDER** -

(a) The Buyer may, at any time, by written stop-work order to the Seller, require the Seller to stop all, or any part, of the work called for by this Order for a period of 90 days after the stop-work order is delivered to the Seller, and for any further period to which the parties may agree. The stop-work order shall be specifically identified as a stop-work order issued under this Clause. Upon receipt of the stop-work order, the Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the stop-work order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Seller, or within any extension of that period to which the parties shall have agreed, the Buyer shall either -

(i) Cancel the stop-work order; or

(ii) Terminate the work covered by the stop-work order as provided in the Cancellation, or the Termination for Convenience Clause of this Order.

(b) If a stop-work order issued under this Clause is canceled or the period of the order or any extension thereof expires, the Seller shall resume work. The Buyer shall make an equitable adjustment in the delivery schedule or Order price, or both, and the contract shall be modified, in writing, accordingly, if-

(i) The stop-work order results in an increase in the time required for, or in the Seller's cost properly allocable to, the performance of any part of this Order; and

(ii) The Seller asserts a claim for the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Buyer decides the facts justify the action, the Buyer may receive and act upon the claim asserted at any time before final payment under this Order.

(c) If a stop-work order is not canceled and the work covered by the stop-work order is terminated for convenience, the Buyer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is canceled for default, the Buyer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**B-25 CHANGES** - Buyer, acting through Buyer's Purchasing Representative, may at any time by a written order and without notice to Seller's sureties or assigns, change the extent of the work covered by the Order, the drawings, specifications or other description herein, and the time or place of inspection, acceptance or delivery. Should any such change increase or decrease the cost of, or the time required for, performance of this Order, an equitable adjustment in the price or delivery schedule or both shall be negotiated, and the Order shall be modified in writing accordingly. All claims by Seller for each adjustment will be deemed waived unless submitted to Buyer's Purchasing Representative in writing within 20 days from the date of such change order. Where the cost of property made obsolete or excess as a result of a change is included in Seller's claim for adjustment, Buyer shall have the right to prescribe the manner of disposition of such property. Failure to agree on any claim for equitable adjustment under this clause shall not excuse the Seller from diligently proceeding with the performance of the Order as changed. No changes (or additional effort) will be recognized unless authorized in writing by Buyer's Purchasing Representative; and without such written authorization, Buyer assumes no liability therefore. However, notwithstanding the preceding, if Seller views any actions (or inactions) by any Buyer personnel as constituting a change or additional scope to the work to be performed hereunder, Seller shall so notify Buyer's Purchasing Representative in writing within fifteen (15) days but Seller shall take no action without written authorization from Buyer's Purchasing Representative.



**A new beginning with a world wide potential**

**B-26 CONTINUED PERFORMANCE** - If this Order is canceled by reason of Seller's default, or if at any time Seller becomes unable to meet the delivery requirements of this Order by reason of bankruptcy or insolvency, Seller hereby grants to Buyer without any further charge a worldwide, non-exclusive, royalty-free, irrevocable license to use any of Seller's manufacturing data including but not limited to patents, proprietary data, manufacturing know-how and other intellectual property rights used by Seller in the performance of this Order to the extent necessary to enable Buyer to make, or have made or performed by others for Buyer, goods and services of the kind to be delivered under this Order.

**B-27 ENTIRE AGREEMENT**- This Order sets forth the entire agreement and understanding between the parties regarding the subject matter of this Order. It supersedes all prior agreements between the parties on said subject matter; there are no other representations, contemporaneous understandings or agreements, oral or written, between the parties on said subject matter. No waiver, modification of, change or addition to this Order shall be effective unless agreed to in writing, signed by a duly authorized representative of Seller and by Buyer's Purchasing Representative.

**B-28 NOTICES** - Notices required to be sent to Buyer under this Order shall be sent by certified U.S. Mail to Buyer's Purchasing Representative, Curtiss-Wright Flight Systems, Inc., 201 Old Boiling Springs Rd., Shelby, NC 28152, or by such other means as are approved in writing by Buyer's Purchasing Representative.

### **SECTION C**

If a Government Prime Contract number appears on the face of this Order, or if this Order otherwise indicates that it is placed under a Government Prime Contract, the full text of the clauses of the Federal Acquisition Regulation ("FAR") and DoD FAR Supplement ("DFARS"), which are identified below, are incorporated herein by reference. If Buyer's Prime Contract or that of Buyer's customer is issued by the Department of the Air Force, the full text of the Air Force FAR Supplement ("AF-FARS") and Air Force Material Command FAR Supplement ("AFMC-FARS") clauses set forth below are also incorporated herein by reference. Seller also agrees to negotiate in good faith with Buyer for the inclusion in this Order of any additional FAR, DFARS, AF-FARS, AFMC FARS or other clauses under federal laws or federal procurement regulations which Buyer is required to flow down to Seller. All clauses are incorporated herein subject to the following definitions, and further subject to additional modifications indicated under particular clauses:

\* "Government" and "Contracting Officer" mean Buyer.

\* "Prime Contract" means the Government prime contract and/or Buyer's upper tier subcontract for which this Order is issued.

\* "Contractor" means Seller.

\* "Subcontractor" means Seller's subcontractor.

\* "Contract" means this Order.

C-1 FAR 52.203-3, GRATUITIES (APR 1984).

C-2 FAR 52.203-5, COVENANT AGAINST CONTINGENT FEES (APR 1984), in which "Government" means Buyer in paragraph (a). Elsewhere "Government" means "Buyer and/or Government."

C-3 FAR 52.203-6, RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995).

C-4 FAR 52.203-7, ANTI-KICKBACK PROCEDURES (JUL 1995). In paragraph (c)(2) the following is added: "Seller shall send a copy of such report to Buyer." Paragraph (d) is added:

"(d) Seller agrees to indemnify and hold Buyer harmless from any and all costs, liabilities or administrative offsets incurred by Buyer as a result of violations of the Act or this provision by Seller, its employees, its subcontractors or their employees."

C-5 FAR 52.203-11, CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991), and FAR 52.203-12, LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997). The obligations which the subject clauses impose on offerors, Contractors, and subcontractors are binding on Seller. In addition to any other remedies provided by law or under this Contract, if Buyer is subjected to any liability as the result of Seller's or its lower-tier Subcontractors' failure to comply with the requirements of FAR 52.203-11 and FAR 52.203-12, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense resulting from such failure.

C-6 FAR 52.204-2, SECURITY REQUIREMENTS (AUG 1996). This Clause is applicable if this Contract involves access to classified information. The reference in paragraph (c) to the Changes clause shall be deemed to refer to the Changes clause of this Order.

C-7 FAR 52.204-4, PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (MAY 1995). Applies only if this Order exceeds \$100,000.



- C-8 FAR 52.211-5, MATERIAL REQUIREMENTS (OCT 1997).
- C-9 FAR 52.212-8, DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990).
- C-10 FAR 52.214-26, AUDIT-SEALED BIDDING (OCT 1997). This Clause applies if Buyer's contract with its customer was awarded under sealed bidding procedures. "Contracting Officer" in Paragraph (b) means Government or Buyer.
- C-11 FAR 52.214-27, PRICE REDUCTION FOR DEFECTIVE COST OR PRICE DATA-MODIFICATIONS-SEALED BIDDING (OCT 1997). The obligations which FAR Clause 52.214-28 in the Prime Contract requires of subcontractors are required of Seller. In addition to any other remedies provided by law or under this Contract, if Buyer is subjected to any liability as the result of Seller's or its lower-tier Subcontractors' failure to comply with the requirements of FAR 52.214-28, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense resulting from such failure.
- C-12 FAR 52.214-28, SUBCONTRACT COST OR PRICING DATA-MODIFICATIONS-SEALED BIDDING (OCT 1997), if Clause C-11 applies to this Order. The certificate required by paragraph (c) is that set forth in FAR 15.406.2, substituting Buyer's name for "Contracting Officer".
- C-13 FAR 52.215-2, AUDIT-NEGOTIATION (AUG 1996). Applicable if this Order exceeds \$100,000 and if (1) this is a cost-reimbursement, incentive, time and materials or price-redeterminable Order, (2) if Seller was required to furnish cost or pricing data, or (3) this Order requires Seller to furnish cost, funding or performance reports.
- C-14 FAR 52.215-10, PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997). The obligations which FAR Clause 52.215-10 in the Prime Contract requires of subcontractors are required of Seller. In addition to any other remedies provided by law or under this Order, if Buyer is subjected to any liability as the result of Seller's or its Subcontractor's failure to comply with the requirements of FAR 52.215-10, incorporated by reference in this Order, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense resulting from such failure.
- C-15 FAR 52.215-11, PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS (OCT 1997). The obligations which FAR Clause 52.215-11 in the Prime Contract requires of subcontractors are required of Seller. In addition to any other remedies provided by law or under this Order, if Buyer is subjected to any liability as the result of Seller's or its Subcontractors' failure to comply with the requirements of FAR 52.215-11, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense resulting from such failure.
- C-16 FAR 52.215-12, SUBCONTRACTOR COST OR PRICING DATA (OCT 1997). The certificate required by paragraph (b) is that set forth in FAR 15.406-2, substituting Buyer's name for "Contracting Officer".
- C-17 FAR 52.215-13, SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997). The certificate required by paragraph (c) is that set forth in FAR 15.406-2, substituting Buyer's name for "Contracting Officer".
- C-18 FAR 52.215.14, INTEGRITY OF UNIT PRICES (OCT 1997), less paragraph (c). In paragraph (b) "Contracting Officer" means Buyer.
- C-19 FAR 52.215-15, TERMINATION OF DEFINED BENEFIT PENSION PLANS (OCT 1997). This Clause applies to this Order if it meets the applicability criteria of FAR 15.408(g).
- C-20 FAR 52.215.16, FACILITIES CAPITAL COST OF MONEY (OCT 1997).
- C-21 FAR 52.215-17, WAIVER OF FACILITIES CAPITAL COST OF MONEY(OCT 1997).
- C-22 FAR 52.215-18, REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997). This Clause applies to this Contract if it meets the applicability criteria of FAR 15.408(j).
- C-23 FAR 52.215-19, NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997). This Clause applies to this Contract if it meets the applicability criteria of FAR 15.408(k).
- C-24 FAR 52.215-20, REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997). "Contracting Officer" and "Contracting Office" means "Buyer."
- C-25 FAR 52.215-21, REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS (OCT 1997). "Contracting Officer" and "Contracting Office" means "Buyer."
- C-28 FAR 52.219-8, UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (JUN 1997).
- C-29 FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (AUG 1996), if this Contract exceeds \$500,000.
- C-30 FAR 52.222-1, NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997).



- C-31 FAR 52.222-4, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (JUL 1995). "Contracting Officer" means Contracting Officer. Buyer may withhold or recover from Seller such sums as the Contracting Officer or Buyer's customer withholds or recovers from Buyer because of liabilities of Seller or its Subcontractors under this Clause. Seller shall insert this Clause, including paragraph (e), in all Subcontracts exceeding \$100,000.
- C-32 FAR 52.222-20, WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996), if this Contract exceeds \$10,000.
- C-33 FAR 52.222-26, EQUAL OPPORTUNITY (APR 1984). Paragraphs (b)(1) through (b)(11) of this Clause apply.
- C-34 FAR 52.222-35, AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984), if this Contract exceeds \$10,000.
- C-35 FAR 52.222-36, AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984), if this Contract exceeds \$2,500.
- C-36 FAR 52.222-37, EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988), if this Contract exceeds \$10,000.
- C-37 FAR 52.223-1, CLEAN AIR AND WATER CERTIFICATION (APR 1984), in which "Offeror" means Seller. This Clause applies if this Contract exceeds \$100,000.
- C-38 FAR 52.223-2, CLEAN AIR AND WATER (APR 1984), including paragraph (b)(4), if this Contract exceeds \$100,000.
- C-39 FAR 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997). Applies if this Contract requires delivery of hazardous materials. "Government" means "Government and Buyer."
- C-40 52.223-11, OZONE-DEPLETING SUBSTANCES (JUN 1996) Applies if the items furnished hereunder contain or are manufactured with ozone-depleting substances.
- C-41 FAR 52.225-3, BUY AMERICA ACT (JAN 1994).
- C-42 FAR 52.225-7, BALANCE OF PAYMENTS PROGRAM (APR 1984).
- C-43 FAR 52.225-10, DUTY FREE ENTRY (APR 1984).
- C-44 FAR 52.225-11, RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 1996).
- C-45 FAR 52.227-1, AUTHORIZATION AND CONSENT (JUL 1995), including paragraph (b).
- C-46 FAR 52.227-2, NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996) including paragraph (c), if this Contract exceeds \$100,000.
- C-47 FAR 52.227-10, FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER (APR 1994). Applies if this Contract involves classified subject matter.
- C-48 FAR 52.227-11, PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997). This Clause applies if this Contract involves experimental, developmental, or research work by a small business firm or non-profit organization. "Government" means Government. Seller shall have the Contractor rights set forth in paragraph (e) of this Clause and the subcontractor rights referred to in paragraph (g) of this Clause. Seller shall include the Patent Rights Clause required by paragraph (g) in all its Subcontracts at any tier involving experimental, developmental, or research work.
- C-49 FAR 52.227-12, PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997). This Clause applies if this Contract involves experimental, developmental, or research work and Seller is not a small business firm or non-profit organization. "Government" means Government. Seller shall have the Contractor rights set forth in paragraph (e) of this Clause and the subcontractor rights referred to in paragraph (g) of this Clause. Seller shall include the Patent Rights Clause required by paragraph (g) in all its Subcontracts at any tier involving experimental, developmental, or research work.
- C-50 FAR 52.228-5, INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997). Applies if this Order involves work on a Government installation.
- C-51 FAR 52.229-4, FEDERAL, STATE AND LOCAL TAXES (NONCOMPETITIVE CONTRACT) (JAN 1991) in which "Government" means Buyer except in the definition of "Excepted Tax".
- C-52 FAR 52.230-3, COST ACCOUNTING STANDARDS, (Version in effect as of the date of this Order) in which paragraph (b) of the Clause is deleted. "Contracting Officer" means Contracting Officer. Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting this Clause, and Clause C-54, provided that Seller shall not be required to disclose to Buyer such communications containing information which is privileged or confidential to the Seller.



In addition to any other remedies provided by law or under this Order, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subjected to any liability as the result of a failure of the Seller or its Subcontractors to comply with the requirements of this Clause or Clause C-54.

C-53 FAR 52.230-4, ADMINISTRATION OF COST ACCOUNTING STANDARDS, (Version in effect as of the date of this Order).

C-54 FAR 52.230-5, DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES, (Version in effect as of the date of this Order), in which paragraph (b) of the Clause is deleted. "Contracting Officer" means Contracting Officer. Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting this clause, and Clause C-53, provided Seller shall not be required to disclose to Buyer such communications containing information which is privileged and confidential to the Seller. In addition to any other remedies provided by law or under this Order. Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subjected to any liability as the result of a failure of the Seller or its Subcontractors to comply with the requirements of this Clause or Clause C-53.

C-55 FAR 52.232-1, PAYMENTS (APR 1984), provided that this Clause is subordinate to any other payment provisions herein.

C-56 FAR 52.232-12 & Alts I - V, ADVANCE PAYMENTS (APR 1984). This Clause, and any Alteration thereto appearing in Buyer's contract with its customer, applies equally to Seller.

C-57 FAR 52.232-16, & Alt. I, PROGRESS PAYMENTS (JUL 1991). If provided for in this Contract, progress payments for Large Businesses shall be subject to the terms contained in FAR 52.232-16, except that: (1) the progress payment (Para. [a] [1]) and liquidation rates (Para. [a] [4], [a] [5] and [b]) shall be as specified in this Contract. If provided for in this Contract, progress payments for Small and Small Disadvantaged Businesses shall be subject to the terms contained in FAR 52.232-16 and Alt. I thereto, except that: (1) the progress payment (Para. [a] [1]) and liquidation rates (Para. [a] [4], [a] [5] and [b]) shall be as specified in this Contract.

C-58 FAR 52.232-17, INTEREST (JUN 1996).

C-59 FAR 52.232-32, PERFORMANCE-BASED PAYMENTS (MAY 1997) "Contracting Officer" and "Government" mean "Buyer." Paragraph (c)(2) is deleted.

C-60 FAR 52.233-3, PROTEST AFTER AWARD (AUG 1996) "Protest" means "protest under the prime contract," and "Contracting Officer" and "Government" means "Buyer." "30 days is changed to "20 days."

C-61 FAR 52.234-1 INDUSTRIAL RESOURCES DEVELOPMENT UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994), if applicable to Buyer's contract with its customer.

C-62 FAR 52.242-2, PRODUCTION PROGRESS REPORT (APR 1991). Applies if this Order requires Seller to provide production progress reports.

C-63 FAR 52.242-13 BANKRUPTCY (JUL 1995) Reword the third sentence to read: "This notification shall include the date on which the bankruptcy petition was filed, and the identity of the court in which the bankruptcy petition was filed."

C-64 FAR 52.244-1, SUBCONTRACTS UNDER FIXED PRICE CONTRACTS (OCT 1997).

C-65 FAR 52.224-5, COMPETITION IN SUBCONTRACTING (DEC 1996).

C-66 FAR 52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995), the text of which is reproduced below:

(a) Definition.

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. § 4212(a));



(3) 52.222-36, Affirmative Action for Handicapped Workers ( 29 U.S.C. § 793); and (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. § 1241) (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

C-67 FAR 52.245-2, GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) (DEC 1989), in which:

“Government” means Buyer except:

- 1) In the terms “Government-furnished property,” “Government property” and “Government-owned property”, and
- 2) the second time it appears in paragraph (b) (1) (ii) and
- 3) in paragraph (c) (1).

“Government” means Government or Buyer:

- 1) in paragraph (f) and in the following phrase “its” becomes “their”, and
- 2) in paragraph (j) and subparagraph (j) (1).

The fourth sentence of paragraph (h) is changed to read: “Neither the Government nor the Buyer shall be liable....”

C-68 FAR 52.245-2, GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) (ALT. I) (APR 1984), where applicable to Buyer’s contract with its customer. “Contracting Officer” means “Buyer” except in paragraph (f) where it means “Buyer and Contracting Officer.” “Government” means “Buyer” except in the phrases “Government property,” “Government-furnished property,” and in references to title to property. The following is added as paragraph (m): “Seller shall provide to Buyer immediate notice of any disapproval, withdrawal of approval, or nonacceptance by the Government of Seller’s property control system.”

C-69 FAR 52.245-17, SPECIAL TOOLING (DEC 1989), in which “Government” means Buyer except in paragraph (e) (1), (i) (1) and (i) (4) where it means Government or Buyer. The Term “90 days” is changed to “120 days” in paragraph (i). This Clause shall apply to tooling the full cost of which is charged to this Contract.

C-70 FAR 52.245-18, SPECIAL TEST EQUIPMENT (FEB 1993). In paragraph (b) (4) “Government-owned” means Government-owned and/or Buyer-owned. The term “30 days” in the second sentence of paragraph (b) is changed to “45 days”. This Clause shall apply to special test equipment the full cost of which is charged to this Contract.

C-71 FAR 52.246-1, CONTRACTOR INSPECTION REQUIREMENTS (APR 1984), in which “Government” means Government or Buyer.

C-72 FAR 52.246-2, INSPECTION OF SUPPLIES (FIXED PRICE) (AUG 1996) “Government” means “Buyer and the Government” except in paragraphs (f), (j), and (l) where it means “Buyer.”

C-73 FAR 52.246-16, RESPONSIBILITY FOR SUPPLIES (APR 1984), in which “Government” means Buyer, except in paragraph (d) where “Government” means Government or Buyer.

C-74 FAR 52.247-64, PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (JUN 1997).

C-75 FAR 52.249-2, TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SEP 1996). “Government” and “Contracting Officer” mean “Buyer” except in paragraph (n) where “Government” means “Buyer and the Government” and “Contracting Officer” means “Buyer or the Contracting Officer.” In paragraph (e) “1 year” is changed to “three months.” In paragraph (c) “120 days” is changed to “45 days.” In paragraph (d) “15 days” is changed to “45 days” and “45 days” is changed to “75 days.” In paragraph (i) “90 days is changed to “30 days.” Paragraph (j) is deleted. This Clause applies in lieu of Clause B-23 if the work covered by this Order is terminated for convenience by the Government or Buyer’s customer.

C-76 FAR 52.246-23, LIMITATION OF LIABILITY (FEB 1997), in which “Government” means Government. The reference to Government acceptance shall mean “acceptance by the Government of the Prime Contract end item containing Seller’s items.”

C-77 FAR 52.246-24, LIMITATION OF LIABILITY - HIGH VALUE ITEMS (FEB 1997) in which “Government” means Government in paragraph (a). The reference to Government acceptance shall mean “acceptance by the Government of the prime contract end item containing Seller’s items.” “Contracting Officer” means “Buyer.” Insert the following preamble before paragraph (a) of this Clause: “This Clause shall apply only to those items identified in this Contract as being subject to the Clause.”

C-78 FAR 52.247-63, PREFERENCE FOR UNITED STATES FLAG AIR CARRIERS (JAN 1977). Applies if this Order involves international air transportation.

C-79 FAR 52.248-1, VALUE ENGINEERING, (MAR 1989) in which “Contracting Officer” means Buyer’s Purchasing Representative except in paragraph (j) sentence 3. “Government” means Buyer in paragraphs (e)(1), (e)(2), (g)(4) and (i) (4), and means Government and Buyer in paragraph (m), sentence 1 and in sentence 2 of the legend. Replace the share percentage figures in paragraphs (f) and (j) with those the parties agree upon.



C-80 AUDIT BY DEPARTMENT OF DEFENSE (a) General. The definitions of "Contracting Officer" and "Government" set forth above do not apply. The Contracting Officer or his representative shall have the audit and inspection rights described in the applicable paragraphs (b), (c) and (d) below.

(b) Examination of Costs. If this is a cost reimbursement type, incentive, time and materials, labor hour, or price redeterminable Contract, or any combination thereof, the Seller shall maintain, and the Contracting Officer or his representatives shall have the right to examine and audit books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs claimed to have been incurred and anticipated to be incurred for the performance of this Contract. Such right of examination shall include inspection at all reasonable times of the Seller's plants, or such parts thereof, as may be engaged in the performance of this Contract.

(c) Cost or Pricing Data. If, pursuant to law, the Seller submitted cost or pricing data in connection with the pricing of this Contract or any change or modification thereto, the Contracting Officer or his representatives who are employees of the Government, including employees of the Departments of Defense, shall have the right to examine and audit all books, records, documents and other data of the Seller related to the proposing, negotiating, pricing or performance of such Contract, change or modification for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

(d) Reports. If the Seller is required to furnish Cost, Funding, or Performance Reports, the Contracting Officer or his representatives shall have the right to examine books, records, other documents, and supporting materials, for the purpose of evaluating (i) the effectiveness of the Seller's policies and procedures to produce data compatible with the objectives of these reports, and (ii) the data reported.

(e) Availability. The materials described in (b), (c) and (d) above shall be made available at the office of the Seller, at all reasonable times, for inspection, audit, or reproduction, until the expiration of three years from the date of final payment under this Contract or such lesser time specified in Subpart 4.7 of FAR, and for such longer period, if any, as is required by applicable statute, or by other articles of this Contract, or by (1) and (2) below:

(1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.

(2) Records which relate to litigation or the settlement of claims arising out of the performance of the Government Prime Contract or of this Contract shall be retained until such litigation or claims have been disposed of.

(f) The Seller shall insert an article containing all the provisions of this Clause, including this paragraph (f) in all lower-tier subcontracts over \$10,000 hereunder, except altered as necessary for proper identification of the contracting parties and the Contracting Officer under the Government Prime Contract.

C-81 FAR 52.251-1, GOVERNMENT SUPPLY SOURCES (APR 1984).

C-82 FAR 52.253-1, COMPUTER GENERATED FORMS (JAN 1991).

C-83 DFARS 252.203-7001, SPECIAL PROHIBITION ON EMPLOYMENT (JUN 1997) if Buyer's customer is the Government. Paragraph (g) is deleted.

C-84 DFARS 252.204-7000, DISCLOSURE OF INFORMATION (DEC 1991). ( C-85 DFARS 252.204-7003, CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992).

C-86 DFARS 252.205-7000, PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991).

C-87 DFARS 252.209-7000, ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995).

C-88 DFARS 252.211-7000, ACQUISITION STREAMLINING (DEC 1991). Applies if this Order exceeds \$1,000,000.

C-89 DFARS 252.215-7000, PRICING ADJUSTMENTS (DEC 1991).

C-90 DFARS 252.223-7001, HAZARD WARNING LABELS (DEC 1991).

C-91 DFARS 252.223-7005, HAZARDOUS WASTE LIABILITY (OCT 1992). "Contracting Officer" and "Government" means "Buyer and Contracting Officer" and "Buyer and Government" respectively.

C-92 DFARS 252.225-7001, BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JAN 1994).

C-93 DFARS 252.225-7002, QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991).

C-94 DFARS 252.225-7008, SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (DEC 1991). Unless otherwise stated in this Order, the blanks in the clause are completed with the following: "None."

C-95 DFARS 252.225-7009, DUTY-FREE ENTRY - QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES, (JAN 1997) in which "Contracting Officer" means Contracting Officer and Buyer's Purchasing Representative.



- C-96 DFARS 252.225-7010, DUTY-FREE ENTRY - ADDITIONAL PROVISIONS (JAN 1997).
- C-97 DFARS 252.225-7012, PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 1997).
- C-98 DFARS 252.225-7014, PREFERENCE FOR DOMESTIC SPECIALTY METALS (NOV 1995).
- C-99 DFARS 252.225-7016, RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 1997). Applies unless the items furnished do not contain ball or roller bearings.
- C-100 DFARS 252.225-7026, REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (NOV 1995) Applies if this Order exceeds \$100,000 and is not for construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence. "Offeror" means "Seller." The phrase "or its first tier subcontractor" is deleted from subparagraph (a)(1). Paragraph (d) is deleted.
- C-101 DFARS 252.227-7013, RIGHTS IN TECHNICAL DATA-NON COMMERCIAL ITEMS (NOV 1995). Notwithstanding any clause or other provision of this Order to the contrary, "Contract No." means the prime contract to which the Government is a party and under which Buyer's contract with its customer and this Order are issued and to which this clause is applicable. "Contractor" means Buyer in the first two lines of the Limited Rights Legend
- C-102 DFARS 252.227-7014, RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995).
- C-103 DFARS 252.227-7016, RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995).
- C-104 DFARS 252.227-7019, VALIDATION OF ASSERTED RESTRICTIONS-COMPUTER SOFTWARE (JUN 1995).
- C-105 DFARS 252.227-7025, LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995).
- C-106 DFARS 252.227-7026, DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) "Government" means "Buyer and the Government."
- C-107 DFARS 252.227-7027, DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) "Government" means "Buyer and the Government" in the first sentence.
- C-108 DFARS 252.227-7030, TECHNICAL DATA - WITHHOLDING OF PAYMENT (OCT 1988). "Government" means Buyer or the Government.
- C-109 DFARS 252.227-7036, DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997). "Government" means Buyer or the Government.
- C-110 DFARS 252.227-7037, VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (NOV 1995).
- C-111 DFARS 252.228-7001, GROUND AND FLIGHT RISK (SEP 1996)
- C-112 DFARS 252.228-7005, ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991)
- C-113 DFARS 252.231-7001, SUPPLEMENTAL COST PRINCIPLES (DEC 1991).
- C-114 DFARS 252.232-7006, REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD (AUG 1992). To the extent that payments to Buyer are suspended or reduced under this clause due to Seller fraud, Buyer shall suspend or reduce payments to Seller.
- C-115 DFARS 252.234-7001, EARNED VALUE MANAGEMENT SYSTEM (MAR 1997). Applies if Seller's Products are specified in Buyer's contract with its customer for application of the Earned Value Management System (EVMS) criteria.
- C-116 DFARS 252.243-7001, PRICING OF CONTRACT MODIFICATIONS (DEC 1991).
- C-117 DFARS 252.243-7002, CERTIFICATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (JUL 1997).
- C-118 DFARS 252.244-7000, SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD Contracts) (FEB 1997).
- C-119 DFARS 252.246-7001, WARRANTY OF DATA (DEC 1991).
- C-120 DFARS 252.247-7023, TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995).
- C-121 DFARS 252.248-7000, PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS (MAY 1994)
- C-122 DFARS 252.249-7002, NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 1996)
- C-123 DFARS 252.251-7000, ORDERING FROM GOVERNMENT SUPPLY SOURCES (MAY 1995).
- C-124 AF-FAR 5352.204-9000, NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY (MAY 1996). C-125 AF-FAR 5352.204-9001, VISITOR GROUP SECURITY AGREEMENTS (MAY 1996).



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C-126 AF-FAR 352.223-9000, ELIMINATION OF USE OF CLASS 1 OZONE DEPLETING SUBSTANCES (ODS) (MAY 1996). C-127 AF-FAR 5352.223-9001, SAFETY AND ACCIDENT PREVENTION (MAY 1995)  
C-128 AF-FAR 5352.242-9000, CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (MAY 1996)  
C-129 AF-FAR 5352.251-9000, USE OF GOVERNMENT SUPPLY SOURCE FOR ACQUISITION OF JAN CLASS S PARTS (FIXED-PRICE) (DEVIATION) (MAY 1996).  
C-130 AFMC-FAR 5352.215-9015, START-UP AMORTIZATION (AFMC) (JUL 1997).  
C-131 AFMC-FAR 5352.223-9000, USE OF HAZARDOUS MATERIALS IN THE PERFORMANCE OF ON-BASE CONTRACTS (AFMC) (JUL 1997).  
C-132 AFMC-FAR 5352.245-9008, SPECIAL TOOLING/SPECIAL TEST EQUIPMENT LIST (AFMC) (JUL 1997)  
C-133 AFMC-FAR 5352.246-9002, CORRECTION OF SUPPLIES ACCEPTED WITH DEFICIENCIES (AFMC) (JUL 1997). Modifications: "Contracting Officer" means "Buyer." "Government" means "Buyer or Government" except in the first sentence in paragraph (b) where it means "Buyer."  
C-134 AFMC-FAR 5352.247-9006, MARKING OF WARRANTED ITEMS (AFMC) (JUL 1997).