

EXTEX ENGINEERED PRODUCTS, INC. Rev 05/18
PURCHASE ORDER CONDITIONS

CONDITIONS OF PURCHASE

Acceptance of this order, commencement of performance, or any shipment of goods pursuant hereto shall constitute Vendor's acceptance of these standard terms and conditions of purchase as the only conditions applying to the purchase and sale of said goods, unless other conditions are agreed to in writing, signed by authorized representatives of EXTEX and the Vendor respectively.

1. **SPECIFICATIONS.** Vendor shall comply with any specifications stated on the face of this order and with any applicable United States Government Specifications. Upon request Vendor shall furnish EXTEX with a Certificate of Performance executed by an authorized representative of Vendor setting forth Vendor's compliance with all applicable specifications.

2. **PRICES AND PAYMENT.** (a) Prices for products and services are as set forth in the order. The price as so determined is the sole amount payable by EXTEX Engineered Products to Seller or any third party for the purchase of the products or services, and Seller shall be solely responsible for, among other things, (1) costs of raw materials, supplies or manufacture, (2) duties or similar charges, (3) insurance premiums, (4) salaries or benefits of employees, or (5) handling, packaging, shipping or storage costs. No increases or surcharges to pricing will be effective without EXTEX Engineered Products prior written consent. (b) The price includes all applicable federal, state, provincial and local taxes other than sales or value added taxes. Seller shall issue separate invoices for any sales or value added taxes that Seller is required by law to collect from EXTEX Engineered Products, in a form sufficient to permit EXTEX Engineered Products to make appropriate deductions for income tax purposes. Seller shall provide EXTEX Engineered Products with all information and documentation required under local law to enable EXTEX Engineered Products to recover any sales, value added or similar turnover taxes. (c) Seller may not send invoices earlier than the date of receipt at EXTEX Engineered Products facility of products or completion of services or, in the case of consignment, the end of the consignment period as defined in the order. All invoices must include EXTEX Engineered Products complete purchase order number and have all necessary or required bills of lading and other shipping receipts and documents attached. (d) Payment terms in respect of undisputed invoices are as stated in the order, or, if none are so stated, net 45 days. Any payment or discount period will be calculated from the date of receipt by EXTEX Engineered Products of an accurate and properly prepared invoice (including all required supporting documents). (e) In addition to any right of setoff or recoupment provided by law or equity, all amounts due to seller shall be considered net of indebtedness of Seller and its affiliates to EXTEX Engineered Products and its affiliates, and EXTEX Engineered Products shall have the right to set off against or to recoup from any amounts due to Seller and its affiliates from EXTEX Engineered Products and its affiliates.

3. **INSPECTION.** EXTEX and/or EXTEX's customer, representative, designee, or (if the face of this order bears a Government prime contract number or if this order is a subcontract under a Government prime contract) representatives of the United States Government shall have the right to inspect and test all work under this order at all reasonable times including during manufacture. Vendor and all its sub-tier vendors and their vendors shall furnish without additional charge all reasonable facilities and assistance for safe and convenient inspections and tests.

Notwithstanding any prior inspection, the passage of title at the F.O.B. point, or any prior payment, all supplies are subject to final inspection and acceptance at EXTEX's plant. If the time for final inspection is not specified on the face of this order, such final inspection shall be made within one hundred eighty (180) days after receipt of the supplies and all required and properly completed paperwork and certifications at EXTEX's plant.

If any supplies are found to be defective or otherwise not in conformity with the requirements of this order, or required paperwork and certifications are not in compliance with the requirements of the purchase order, EXTEX, in addition to its other rights and remedies, may reject such supplies and require either their prompt correction or their replacement at Vendor's expense, including shipping and packing charges. Alternatively, EXTEX may at its option repair or replace such nonconforming supplies at Vendor's expense. Any supplies previously rejected shall not be resubmitted for EXTEX's acceptance without concurrent notice of the prior rejection. No action taken by EXTEX under this section shall be deemed to extend any delivery dates specified on the face of this order.

All risk of loss of or damage to the supplies to be delivered hereunder shall be upon Vendor until such supplies are delivered at the F.O.B. point specified on the face of this order; but Vendor shall bear all risk of loss of or damage to (i) improperly packed supplies during transport to the point of and prior to final inspection and (ii) supplies rightfully rejected by EXTEX after notice of rejection to Vendor until such supplies or replacements therefore are redelivered, except for any loss or destruction of, or damage to, such rejected supplies resulting from negligence of officers, employees or agents of EXTEX acting within the scope of their employment.

In addition to its other rights and remedies EXTEX may charge back to Vendor's account the amount paid for rejected supplies pending redelivery of same or replacements therefore.

EXTEX's rights and remedies under this paragraph shall be in addition to and shall not be deemed to diminish its rights and remedies provided by law or under the paragraph hereof entitled "Warranty", and no action taken by EXTEX under this paragraph shall be deemed to extend any delivery dates specified on the face of this order.

4. **QUALITY.** (a) Seller shall promote continuous quality improvement and shall comply with EXTEX Engineered Products required quality control standards for the manufacturing, packaging and shipping processes for the products and the provision of the services, including the procedures contained in EXTEX Engineered Products Supplemental Quality Requirements (as amended from time to time), and Seller shall periodically check the Supplemental Quality Requirements for changes. The Supplemental Quality Requirements forms part of the order and is available from EXTEX Engineered Products. (b) In performing its obligations hereunder, Seller may not, without EXTEX Engineered Products written consent, (1) change the method or place of manufacture of any products or the provision of any services, (2) substitute material from any other source for EXTEX Engineered Products material or alter the physical or chemical properties of EXTEX Engineered Products material, except in accordance with applicable EXTEX Engineered Products specifications, or (3) otherwise change the materials, processes or sub-suppliers used in the manufacture of any products or the provision of any services. Any requested change must follow a process to determine acceptability, detailed in the Supplemental Quality Requirements. (c) Seller shall not subcontract its obligations under the order. Any attempted subcontract will be void, unless EXTEX Engineered Products has given its prior written consent to such subcontract. In any event, Seller shall remain liable for in respect of all subcontracted obligations. (d) While performing any services at EXTEX Engineered Products facilities, Seller shall comply with EXTEX Engineered Products rules and policies, including any environmental, health and safety rules and policies.

5. **WARRANTY.** (a) In addition to all warranties implied by law Vendor represents and expressly warrants to EXTEX, its successors and assigns and to customers and users of EXTEX's products that all supplies (which term as used in this order includes goods and services) called for by this order (i) will conform to applicable specifications and to the drawings, samples or other descriptions furnished by EXTEX or Vendor and that all such supplies shall be non-surplus goods of new manufacture, good quality, and free from defects in material and workmanship; (ii) if of Vendor's design, shall be free from defects in design; and (iii) shall be suitable for the purposes intended, whether expressly stated or reasonably implied.

(b) Vendor shall, upon receipt of notice from EXTEX, promptly and at its own expense and as directed by EXTEX, replace or correct any supplies which are defective or otherwise nonconforming, and Vendor agrees to proceed with correction of any such defects in a manner satisfactory to EXTEX. Vendor shall assume all risk of loss of or damage to supplies which are to be corrected or replaced pursuant to this warranty from the date on which Vendor is notified of the defect or other nonconformity until the corrected supplies or replacements are received at the destination(s) designated by EXTEX. EXTEX may charge back to Vendor's account the amount paid for nonconforming supplies pending redelivery of same or replacements therefore. Alternatively, EXTEX may at its option screen, sort, and repair or replace such nonconforming supplies at Vendor's expense, charging such expense back to Vendor's account.

(c) All implied warranties and all warranties set forth in this order shall survive delivery, and shall not be deemed to have been waived by acceptance or inspection of or payment for the goods and services.

6. **CHANGES.** (a) EXTEX may at any time by written order to Vendor and without notice to sureties, if any, make changes within the general scope of this order in any one or more of the following: (1) shipping and billing instructions; (2) quantity of supplies ordered; (3) drawings or specifications; (4) delivery schedules; and (5) place of delivery.

(b) Vendor shall proceed promptly to make such changes in accordance with the terms of EXTEX's written order. If any such change causes an increase or decrease in the cost of performance of this order, or in the time required for performance, an equitable adjustment shall be made in purchase order price or the delivery schedule or both and this order shall be amended in writing accordingly. Any claim by Vendor for adjustment under this clause shall be asserted within thirty (30) days after the date of the written order effecting the change. In the absence of such notification EXTEX shall not be obligated to consider Vendor's claim for an equitable adjustment resulting from the change, and in no event shall EXTEX be obligated to consider any claim for an increase in price after final payment to Vendor hereunder. Where the cost of property made obsolete or excess as result of a change is included in Vendor's claim for adjustment, EXTEX shall have the right to prescribe the manner of disposition of such property. Nothing in this paragraph or order shall excuse Vendor from proceeding with the order as changed.

7. **INSURANCE.** Vendor shall maintain insurance coverage in amounts not less than the following: (a) Workers' Compensation - Statutory limits for the State or States in which this order is to be performed (or evidence of authority to self-insure); (b) Employer's Liability - \$500,000; (c) Comprehensive General Liability (including Products/Completed Operations and Blanket Contractual Liability) - \$1,000,000 (\$5,000,000 in the event this purchase order relates to aircraft products) per occurrence. Bodily Injury and Property Damage combined single limit; and (d) Automobile Liability (including owned, non-owned and hired vehicles) - \$1,000,000 per occurrence Bodily Injury and Property Damage combined single limit. At EXTEX's request, Vendor shall furnish to EXTEX certificates of insurance setting forth the amount(s) of coverage, policy number(s) and date(s) of expiration for insurance maintained by Vendor and, if further requested by EXTEX, such certificates will provide that EXTEX shall receive thirty (30) days prior written notification from the insurer of any termination or reduction in the amount or scope of coverage. Vendor's purchase of appropriate insurance coverage or the furnishing of certificates of insurance shall not release Vendor of its obligations, liabilities or indemnities under this order. In the event of Vendor's breach of this provision, EXTEX shall have the right to cancel the undelivered portion of any goods or services covered by this order and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

8. **INDEMNITY.** Vendor agrees to indemnify and hold harmless EXTEX and all persons claiming under EXTEX against all claims, demands and liability, any and all losses or expenses relating thereto, for unfair competition and for actual and alleged infringement of any patent, trademark, copyright or trade name by the supplies covered by this order, unless the same are made to EXTEX's drawings, designs or specifications. Vendor further agrees to indemnify and hold harmless EXTEX and any customer of EXTEX against loss or expense by reason of the liability imposed by law upon EXTEX or its customers for damages because of bodily injury or property damage, accidentally sustained by any person arising out of or in consequence of the performance of Vendor's work whether such injuries, to persons or property, are due or claimed to be due to any negligence of Vendor, the owner, its or their employees or agents, or any other person. Vendor further agrees to indemnify and hold harmless EXTEX, its successors and assigns from and against any and all claims, losses, costs or damages based upon or arising out of (1) any defect in any item furnished under this order, (2) any construction, installation, services or facilities furnished under or in connection with this order, (3) the use of any equipment or goods furnished to EXTEX on an experimental basis, or (4) any violation by Vendor of any governmental law, ordinance, regulation or order with respect to any item, service or process sold or furnished under this order.

9. **DISCLOSURE OF IDEAS AND DEVICES.** (a) Except as may be required to allow the Vendor to perform on a separate, direct US Government contract, and only as authorized under that contract, all information, specifications, and drawings furnished to Vendor by EXTEX in connection with this order shall be used only in the manufacture of items or the performance of services for EXTEX under this order, and shall not be disclosed by Vendor or used for any purposes other than the performance of this order. In addition, Vendor shall limit disclosure of all information submitted by EXTEX, including drawings, specifications, data on CD's, or other media, encryption devices unless authorized in writing by EXTEX. Upon completion of this Purchase Order, unless directed by EXTEX, Vendor shall return or destroy to EXTEX's satisfaction all documentation and embodiments of EXTEX's Proprietary Information. In the absence of a written agreement to the contrary, all information, specifications, and drawings furnished to EXTEX in connection with this order shall be considered nonproprietary and may be used or disclosed to third parties by EXTEX as EXTEX chooses. Restrictions on data are only applicable to data furnished by EXTEX under this order.

(b) Any invention, sole or joint, made by employees of Vendor and arising out of the subject matter of this order, as amended or extended, shall be fully disclosed and completely assigned by Vendor to EXTEX without further compensation.

10. **ASSIGNMENT.** Neither this order nor its performance nor any rights of Vendor herein, other than claims for money due or to become due Vendor hereunder, may be assigned or otherwise transferred by Vendor without prior written consent of EXTEX. Claims for money due to Vendor from EXTEX arising out of this order may be assigned, but EXTEX shall not be bound by any such assignment unless and until EXTEX shall have received written notice and an executed original of the instrument of assignment, and suitable documentary evidence of Vendor's authority so to assign. All payments of money due made by EXTEX prior to receipt by EXTEX of the above evidence of assignment shall be fully credited against EXTEX's obligation under this order. In no event shall copies of plans, specifications or other similar documents relating to work under this order be furnished to any Assignee as part of any assignment of money due, nor shall the order be so delivered if the same is designated on the face hereof as Classified under Government security requirements.

11. **SUBCONTRACTING.** Vendor agrees that it will not enter into a subcontract for the procurement of end items covered by this order in completed or substantially completed form, without first obtaining the written approval of EXTEX.

12. **MATERIAL, TOOLING AND EQUIPMENT FURNISHED TO VENDOR.** (a) All material, tooling and equipment which EXTEX or the Government is required hereunder to furnish to Vendor shall be delivered in sufficient time to enable Vendor to meet its delivery schedule. If any such material, tooling or equipment is not delivered to Vendor in sufficient time, the resultant delay of Vendor in delivery to EXTEX shall be excusable. Neither EXTEX nor the Government shall have any liability to Vendor by reason of any delay in delivery of, or failure to deliver, any such material, tooling or equipment; and if, as a result of any such delay in delivery or failure to deliver, EXTEX shall terminate this order, either of its own accord or due to the Government's termination of its contract with EXTEX, such termination shall be for the convenience of EXTEX and settlement shall be made in accordance with Condition No. 13(b) hereof.

(b) If any material, tooling, or equipment is furnished by EXTEX or the Government for performance of this order, all risk of loss of or damage to such material, tooling or equipment, other than from ordinary wear and tear, shall be upon Vendor until the same has been redelivered to EXTEX or the Government. Vendor shall properly segregate, identify, maintain and protect all such material, tooling and equipment and shall use the same only in the performance of this order. Title to any such material, tooling or equipment shall remain in EXTEX or the Government, as the case may be.

(c) Vendor shall not be required to account to EXTEX for the proceeds from the sale of scrap generated during the performance of this order by the processing of material furnished by EXTEX or the Government; provided, however, that Vendor shall replace by purchase from EXTEX at EXTEX's price then current any such material lost or damaged because of spoilage, breakage or defective workmanship in excess of any allowance made therefore by EXTEX. Upon completion of this order, any of the material furnished by EXTEX or the Government and not consumed in the performance of this order, and any tooling or equipment furnished by EXTEX or the Government, shall be disposed of in accordance with instructions from EXTEX or the Government.

(d) When EXTEX or the Government furnishes any material, in whole or in part, for the supplies called for hereunder, Vendor shall not substitute material from any other source nor shall Vendor alter the physical or chemical properties of the material furnished to it except in accordance with applicable EXTEX specifications or except with EXTEX's written approval; in addition, Vendor agrees that all "Domestic Specialty Metals" shall be melted in the United States.

(e) Vendor must perform at its own expense physical inventories of tools in its possession. At a minimum, all tools will be inventoried annually by program, and at contract closing. The interval and timing of these inventories will be coordinated with EXTEX. Tools should be checked to verify condition, tool number and ownership are clearly identified and when required stamped on tools and the results submitted to EXTEX.

13. **EXCUSABLE DELAYS.** (a) Vendor shall not be charged with any liability for failure or delay in making deliveries when such failure or delay is due to any cause beyond the control and without the fault or negligence of Vendor; provided that Vendor shall give to EXTEX prompt notice in writing when it appears that such cause will delay deliveries under this order. If any such failure or delay shall threaten to impair EXTEX's ability to meet delivery requirements for its products or to meet other contractual obligations, EXTEX shall have the right, at its option and without being under any liability to Vendor, to cancel by notice in writing to Vendor the portion or portions of this order so affected.

(b) EXTEX shall be excused for failure or delay in its performance herein due to any cause beyond its reasonable control and without its fault or negligence.

14. **INSPECTION OF RECORDS AND PLANT.** Vendor agrees that its books, records and its plant, or such parts of its plant as may be engaged in the performance of this order, shall, at all reasonable times, be subject to inspection and audit by any authorized representative of EXTEX in the case of commercial products, or by any Department of the United States Government if the face of this order bears a Government prime contract number or if this order is a subcontract under a U.S. Government prime contract. This right of access shall also apply to any and all sub-tier vendors and their vendors under this order, except as otherwise negotiated with EXTEX or EXTEX's customers.

15. **TERMINATION.** (a) Default. To the extent permitted by Law, EXTEX shall have the right to terminate this order or any part hereof without further cost or liability to EXTEX in the event of the happening of any one or more of the following: the commencement by Vendor of a voluntary case in bankruptcy; the commencement against Vendor of an involuntary case in bankruptcy, if such case is not dismissed within thirty (30) days from the date of filing; the appointment of a receiver or trustee for Vendor, if such appointment is not vacated within thirty (30) days from the date thereof; the execution by Vendor of an assignment for the benefit of creditors; Vendor's failure to make or delay in making deliveries hereunder which failure or delay is not otherwise excusable hereunder; Vendor's failure to provide adequate assurance of due performance when EXTEX has reasonable grounds for insecurity with respect to such performance and following a written demand by EXTEX for such assurance; or other failure of Vendor to perform in accordance with this order. In the event EXTEX terminates this order in whole or in part as provided in this subparagraph, EXTEX may procure, upon such terms at a price deemed fair and reasonable and in such manner as EXTEX may deem appropriate, supplies and services similar to those so terminated, and Vendor shall be liable to EXTEX for any excess costs for such similar supplies and services; provided, that Vendor shall continue the performance of this order to the extent the same is not terminated.

(b) CONVENIENCE. EXTEX may terminate this order in whole or in part whenever it determines for any reason that such termination is in its best interest and/or in accordance with the clause set forth in FAR 49.502, which clause as in effect on the date of this order, is incorporated herein by reference and made a part hereof except that, in lieu of the period set forth therein, Vendor shall submit its termination claim not later than four (4) months from the effective date of termination. The provisions of this subparagraph shall not limit the right of EXTEX to terminate this order for default.

(c) Upon termination by EXTEX of all or any part of this order by reason of any default by Vendor, EXTEX, in addition to any other lawful remedies, may at its option require Vendor to transfer to EXTEX all materials, work in process, completed goods, tooling, plans and specifications allocable to the cancelled portion of this order, in which event EXTEX shall credit Vendor with the fair value of such items transferred to EXTEX.

(d) If this order is a subcontract and is terminated for convenience as a result of the termination of a higher level contract or prime contract, then Vendor's termination recovery, if any, shall not exceed a prorated share of EXTEX's termination recovery, if any, from its customer or the Government as determined by EXTEX.

16. **INTELLECTUAL PROPERTY.** (a) Seller represents and warrants that the products and services, and the manufacture, sale, use and provision of the products and services do not and will not infringe any trade secrets, patents, trademarks, copyright, design, other intellectual property right or any other right of any third party. Seller further represents and warrants that it has not received any notice from a third party that any of the products or services or they manufacture, sale, use, or provision anywhere in the world violates or infringes or would violate or infringe the trade secrets or intellectual property or rights of another. Seller is responsible for the payment of any fees, royalties and other charges necessary to maintain the rights required to fulfill these warranties. (b) If a third party enjoins or interferes with EXTEX Engineered Products use of any products or services, then in addition to Seller's other obligations, Seller shall (1) obtain any licenses necessary to permit EXTEX Engineered Products to continue to use or receive the products or services, or (2) replace or modify the products or services as necessary to permit EXTEX Engineered Products to continue to use or receive the products or services. (c) Nothing in the order is intended or may be construed as a grant or assignment of any license or other right to Seller of any EXTEX Engineered Products (or any of its affiliates') trade secrets or intellectual property or other rights. (d) All deliverables and works of authorship created in the course of performing the order constitute works made for hire and will be the sole and exclusive property of EXTEX Engineered Products. To the extent that such works do not qualify under applicable law as works made for hire, Seller hereby assigns and agrees to assign to EXTEX Engineered Products all of its worldwide right and title to, and interest in, any such deliverables and intellectual property rights in such works of authorship. If such assignment is not possible under any applicable law, Seller hereby grants EXTEX Engineered Products a worldwide, irrevocable, perpetual, royalty free, transferable, sub-licensable license with respect to any intellectual property rights in the deliverables which arose outside the scope of the order but are necessary for EXTEX Engineered Products to exercise its rights in the deliverables as reasonably contemplated by the order. (e) All improvements and developments related to the products or services arising out of the efforts of EXTEX Engineered Products or both EXTEX Engineered Products and Seller under or in connection with the performance of the order will be owned exclusively by EXTEX Engineered Products, and Seller shall reasonably cooperate with EXTEX Engineered Products in confirming that result.

17. **COMPLIANCE WITH STATUTES AND REGULATIONS.** Vendor warrants and certifies that in performance of this order (i) it will comply with all applicable statutes, rules, regulations and orders, now in effect or hereafter enacted, of the United States or any agency or department thereof, and of any state or political subdivision of any state, including statutes, rules, regulations and orders pertaining to labor, wages, hours and other conditions of employment; (ii) It will comply with applicable wage and price controls and ceilings, if any, whether such are imposed by law or are a condition of a related prime contract between EXTEX and the Government, and (iii) the supplies delivered hereunder shall be produced in compliance with the Fair Labor Standards Act, as amended, and (iv) it will comply with all of the requirements of Clause 26, Import/Export Regulations, hereof. In addition, the Vendor agrees to comply with all other existing and future laws and regulations of any other country or locality which may be applicable in connection with the products or services supplied hereunder. Vendor shall be responsible for providing any information that may be required under applicable laws and regulations. Vendor will not take any illegal action or provide any illegal payment or gratuity to any official representative or agent of any governmental entity or to any other person for the purpose of influencing an official act or any other purpose proscribed by law. Specifically, Vendor will take no action which, if taken by or with the knowledge of EXTEX, could be construed as or constitute a violation of the United States Foreign Corrupt Practices Act (U.S. Public Law 95-213). Vendor shall indemnify and hold EXTEX harmless from and against all costs, expenses, liabilities and charges incurred, contracted or created by Vendor which has not been specifically authorized by this purchase order. Vendor shall further indemnify EXTEX from and against any and all claims, liabilities and damages arising as a result of Vendor's breach of any term or condition of this purchase order.

18. **COMBATting HUMAN TRAFFICKING.** EXTEX is committed to complying with all U.S. Government laws, policies, and regulations regarding human trafficking. We require our employees and subcontractors to not engage in the use of forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery, procuring commercial sex acts, or trafficking of persons. Any material violation of law by Vendor relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, of the country or countries in which Vendor is performing work under this order may be considered a material breach of this order for which EXTEX may elect to cancel or terminate any open orders between EXTEX and the Vendor in accordance with the "Termination for Default" clause herein. Vendor shall include the substance of this clause, including this flow-down requirement, in all subcontracts awarded by Vendor for work under this order.

19. **FEDERAL ACQUISITION REGULATIONS - FOR U.S. GOVERNMENT SUBCONTRACTING ONLY.** (a) There are hereby incorporated herein by reference *and* made a part hereof the following Federal Acquisition Regulation and DoD FAR supplement clauses as in effect at the date of the prime contract, except for Cost Accounting Standards clauses which are in effect at the date of the subcontract if this order is a subcontract under a Government prime contract as may or may not be evidenced by the inclusion of a Government prime contract number on the face of this order: Refer to Purchase Order Conditions, Addendum at the bottom of this document for a listing of FAR/DFAR clauses.

(b) With respect to the above FAR clauses relating to cost, accounting or pricing, Vendor agrees to indemnify and hold harmless EXTEX and all persons claiming under EXTEX (1) against all claims, demands, and liability and all losses and expenses relating thereto, including prime contract price reductions for defective cost or pricing data, arising from cost or pricing data furnished by Vendor which was required to be complete, accurate, and current and was submitted to support a cost estimate furnished to the United States Government and (2) against all claims, demands and liability, and all losses and expenses relating thereto, including prime contract price reductions in accordance with the provisions of the Cost Accounting Standards requirements arising from any failure of Vendor to comply with rules, regulations and standards of the Cost Accounting Standards Board; and the Vendor further agrees to comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq. as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, as amended by Public Law 92-500), and all regulations and guidelines issued thereunder.

(c) It is recognized and agreed between EXTEX and Vendor, that since the phraseology of the FAR clauses incorporated by the paragraphs above has been primarily designated for Government prime contracts, words and phrases in the forgoing regulations importing the Government or the prime contractor or their representatives shall, when a fair, reasonable interpretation of the context of this order so requires in order to express properly the subcontract relationship be deemed to refer to EXTEX (the buyer) or Vendor or their respective representatives; provided, however, that all reference to "Government" in the patent clauses incorporated herein above shall refer only to the United States Government.

Copies of such FAR clauses and information as to the cognizant Contracting Officer shall be furnished by EXTEX to Vendor upon request.

20. **SPECIALTY METALS.** If Vendor delivers any item(s) under this contract that contain Specialty Metals, Vendor agrees that such specialty metals shall be melted in the United States or a qualifying country. The definitions of "specialty metals" and "qualifying countries" are set forth in DFARS 252.225-7009 and apply to this contract provision. This provision also contains DFARS 252.225-7008, 252.225-7010 and 252.225-7012.

21. **TAXES.** Unless otherwise specified the prices set forth in this order include all applicable federal, state and local taxes and duties or other charges.

22. **VENDOR SUPPLIED SERVICES ON EXTEX PREMISES.** If this order covers the performance of services on the premises of EXTEX, then, notwithstanding any other insurance required to be carried hereunder, Vendor agrees to furnish a certificate from its insurance carriers showing that it carries workers' compensation, automobile liability, public liability, and property damage insurance coverage in amounts satisfactory to EXTEX. Such insurance shall name EXTEX as an additional insured. If Vendor is a self-insurer for workers' compensation purposes, it must have the Department of Labor or other appropriate department of the state in which the services are to be performed furnish a certificate of same directly to EXTEX. Vendor will be and shall remain responsible for all materials and workmanship until the goods or services are completed and accepted by EXTEX. Vendor further agrees to accept such premises in their present condition as safe and satisfactory for the work to be performed, and to keep such premises free and clear of all mechanics' liens. EXTEX may withhold any and all payments due under this order until Vendor has furnished evidence satisfactory to EXTEX that all bills for labor and material referable to this order have been paid in full by Vendor.

23. **APPLICABLE LAW.** All questions concerning the interpretation, construction, performance and enforcement of this order and remedies in the event of default shall be resolved in accordance with the laws of the State of Arizona for POs originating out of Gilbert, Arizona.

24. **CUMULATIVE RIGHTS AND REMEDIES.** The rights and remedies herein reserved to EXTEX shall be cumulative and in addition to any other or further rights and remedies provided by law or equity.

25. **CAPTIONS.** Captions as used in this order are for convenience of reference only and shall not be deemed or construed as in any way limiting or extending the language of the provisions to which such captions may refer.

26. **ACCEPTANCE.** The order incorporating these Purchase Order Conditions becomes a binding contract on the terms set forth herein when it is accepted by Vendor's acknowledgment or commencement of performance. This order may be so accepted only on the exact terms herein set forth (including the modes of acceptance specified in the immediately preceding sentence), and no conditions stated by Vendor in accepting this order or in any invoice or order acknowledgment pertaining to this order shall be binding on EXTEX if different from or in addition to Conditions set forth herein. No acceptance by EXTEX of, or payment for, supplies ordered hereunder shall be deemed a waiver of the preceding sentence or an acceptance of any additional or different terms contained in any acknowledgment, invoice or other form sent or delivered by Vendor to EXTEX.

27. **TIME OF ESSENCE.** Time is of the essence in the performance by Vendor of this order. Failure of Vendor to make delivery of items or provide services within the time specified on the face hereof, or within any extension specified by written amendment hereto, shall be a breach hereof. If no time is specified herein, EXTEX may by reasonable advance notification to Vendor terminate this order in whole or in part if Vendor fails to make delivery of items or to provide services within a reasonable time after the date of this order.

28. **AFFIRMATIVE ACTION COMPLIANCE PROGRAM.** Vendor certifies that if it has 50 or more employees and it has (i) a subcontract of \$50,000 or more, or (ii) has Government bills of lading which in any 12 month period total or can reasonably be expected to total \$50,000 or more, it has in effect or will develop a written affirmative action compliance program for each of its establishments in accordance with regulations of the Department of Labor published in 41 C.F.R. Chapter 60, and will comply with all applicable filing requirements relating thereto.

29. **WAIVERS.** A waiver of any failure on Vendor's part to carry out any condition, term or part of this order shall not act as a waiver with respect to any recurrence of such failure or with respect to a failure to carry out any other condition, term or part.

30. **IMPORT/EXPORT REQUIREMENTS.** Vendor shall comply with all import and export laws and regulations of the Vendor's country and the United States of America, including but not limited to the International Traffic in Arms Regulations (ITAR) pursuant to the Arms Export Control Act (22 U.S.C. 2778) and the Export Administration Regulations (EAR) pursuant to the Export Administration Act (50 U.S.C. 2401-2420). Vendor acknowledges its obligations to control access to technical data, including drawings and specifications, technical assistance, products, equipment and services, which may also be collectively referred to as "Goods and/or Services", under US export laws and regulations, and agrees to adhere to such laws and regulations and any authorization(s) issued thereunder with regard to any Goods and/or Services supplied hereunder by Vendor.

Vendor agrees that any Goods and/or Services furnished by EXTEX in connection with any RFQ, or Order, may be subject to export controls. Such Goods and/or Services may not be transferred, or otherwise be disposed of in any other country, either in their original form or after being incorporated into other end-items, without the prior written approval of the US Government. Further, the Vendor shall strictly control the disclosure of, and access to, Goods and/or Services received under this Agreement, in accordance with the aforementioned regulations. Vendor agrees that no Goods and/or Services provided by EXTEX in connection with this Agreement shall be provided to any non-U.S. person or non-U.S. entity, including without limitation a non-U.S. employee (including those located in the U.S.) or subsidiary of Vendor, without EXTEX's prior express written authorization, Vendor agrees that no Goods and/or Services provided by EXTEX in connection with this Agreement shall be provided to any third-party, without EXTEX's prior express written authorization.

Upon EXTEX's request, Vendor shall promptly furnish to EXTEX all documentation including, but not limited to, import certificates or end-user certificates from Vendor or Vendor's government, which are reasonably necessary to support EXTEX's application for U.S. import or export authorization(s). EXTEX shall not be responsible for delays in US importation or exportation of Goods and/or Services supplied hereunder by EXTEX due to lack of necessary documentation from Vendor or Vendor's country.

If applicable, Vendor shall be responsible for obtaining the export license(s) necessary to ship the Goods and/or Services to their final destination, as directed by EXTEX. Vendor shall also be responsible for immediately notifying EXTEX, in writing, of any designation (or change in designation) of the Goods and/or Services furnished hereunder which results in the Goods and/or Services being classified as "Defense Articles", "Defense Services", or "Technical Data" as those terms are defined in 22 CFR 120-130. Compliance with export laws and regulations shall not relieve the Vendor or EXTEX of their individual obligations under this Order and shall not constitute a force majeure or give rise to an excusable delay hereunder.

Vendor shall immediately notify EXTEX if it is or becomes listed on any Excluded or Denied Party List of any government agency, U.S. or foreign, or if its export privileges are denied, suspended or revoked. Vendor agrees that no goods, technology, software or services supplied under this Agreement are sourced from or originate with: (a) a country or government subject to U.S. economic sanctions administered by the U.S. Department of the Treasury or U.S. Department of State; (b) a Specially Designated National identified on the U.S. Department of Treasury's Specially Designated Nationals List, or another U.S. government list restricting the acquisition of items from an entity or person located outside or inside the U.S.; (c) an entity or person that is owned or controlled by an person or entity included in (a) or (b) above, or (d) a restricted country or debarred party under the International Traffic in Arms Regulations or U.S. Department of Defense Federal Acquisition Regulations.

Vendor shall notify EXTEX at once of any violation of laws or regulations in connection with this Agreement, and shall indemnify EXTEX for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by EXTEX in connection with any such violations by the Vendor.

31. **ORDER OF PRECEDENCE.** Any inconsistency or ambiguity in this Purchase Order shall be resolved by giving precedence in the following order: 1) Long Term Agreement, if any, 2) Purchase Order, 3) Purchase Order Terms and Conditions, 4) Statement of Work, 5) Drawings, 6) Specifications, and 7) Other documents included herein by reference.

32. **EQUAL OPPORTUNITY.** EXTEX is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

33. **CONFLICT MINERALS.** With respect to any and all Goods (if any) delivered under the Purchase Order, Vendor warrants that such Goods will at no time contain any "conflict minerals," as such term is defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, including, without limitation, columbite-tantalite (coltan), cassiterite, gold, wolframite or their derivatives, or any other mineral or its derivatives (collectively known as "3TG"), determined by the U.S. Secretary of State to be financing conflict in the Democratic Republic of the Congo (DRC) sourced from the DRC or adjoining countries. Any "3TG" will be sourced from validated Smelters. Vendor shall, no later than forty-five (45) days following each calendar year in which Vendor has delivered any Goods to EXTEX, under this Agreement or otherwise, complete the Conflict Minerals Reporting Template that will be sent by or on behalf of EXTEX.

34. **OBSELETE PARTS.** EXTEX may desire to place additional orders for work purchased hereunder. Vendor shall provide EXTEX with a last time buy notice at least twelve (12) months prior to any action to discontinue the manufacturing capability of any work purchased under this contract. The vendor/subcontractor agrees to perform an obsolescence/ EOL analysis of product bill of material (BOM)/subassembly/and or component. The purpose of the analysis is to categorize every item in the product as follows: 1. Known obsolescence/EOL component no longer in production by the manufacturer. 2. Potential obsolescence/EOL concern. Component(s) nearing the end of their life cycle. The manufacturer has plans to discontinue component(s) within the next four (4) years. 3. No obsolescence/EOL concern verified by component mfg that component(s) will be available for the next 4 years. The method for the analysis is at the subcontractor's discretion. The analysis shall be performed once during the execution of this purchase order or no more often than 12 months from the previous analysis. The expected output of the analysis would be a report or matrix that describes obsolescence/EOL detail of item in the BOM categorized as described above.

35. **COUNTERFEIT PARTS.** A "counterfeit part" is an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or a current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. Procurement or supply from sources other than those in the first sentence is prohibited without prior, written approval from Buyer. In addition, no substitutions may be made without prior, written approval from Buyer. Failure by Supplier to document material or item substitution or to identify that an item has been refurbished or remanufactured is considered to be fraud, and the material or item then becomes suspect/counterfeit.

If it is determined by Buyer that a suspect/counterfeit part, or suspect/counterfeit material, has been supplied, Buyer will impound the parts/material pending a decision on disposition. Notwithstanding anything else to the contrary herein, Supplier shall promptly replace all such parts/material with parts/material acceptable to Buyer and shall be liable for all costs relating to the impoundment, removal, and replacement. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions herein. Buyer may also notify the applicable U.S. Government representatives and reserves the right to withhold payment for the parts/material pending results of the investigation.

36. **RECORDS RETENTION.** All records are to be retained for the period required by applicable local, state and federal laws and regulations in the U.S and, in the case of foreign operations, for all periods required by applicable law. Records, which provide evidence of conformity to requirements and the effective operation of the Vendor's quality management system, (i.e. vendor test reports, inspection records), shall be maintained for a minimum of ten (10) years following completion of the order unless otherwise specified in the purchase order. The vendor shall not discard or destroy records following the (10) year period without written approval from EXTEX. Records shall remain legible, readily identifiable and retrievable.

37. **CODE OF BUSINESS CONDUCT AND ETHICS.** A.) Seller shall comply with the principles of Buyer's Code of Business Conduct and Ethics (the "Code") (as amended from time to time), and Seller shall periodically review the Code for changes. The Code forms part of this Order and is available electronically at <http://www.kaman.com/sites/default/files/Kaman-Code-Conduct-English.pdf>. Seller shall adopt a code of ethical business conduct ("Seller's Code") suitable to its business, and in general conformance with the Code, and abide by Seller's Code. The Seller's Code should require that Seller comply with all pertinent laws and regulations, and address Seller's policies including, but not limited to, workplace health and safety, labor standards, protection of the environment and resources, product safety and quality, export, human trafficking, and anti-corruption.

38. **ENTIRE AGREEMENT.** This order sets forth the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, representations and agreements, whether oral or written. No agreement or understanding varying or extending the provisions of this order will be binding on EXTEX unless in writing and signed by its Purchasing Manager, Purchasing Agent, one of its officers, or other duly authorized representative. No usage of trade or course of dealing shall serve to alter or supplement the terms and conditions herein stated.

EXTEX Engineered Products, Inc.	
Purchase Order Terms and Conditions Addendum	
PO Terms Addendum Dated 05-03-18	
EXTEX FLOWDOWN CLAUSES (clauses incorporated by reference)	
<p>Paragraph 17 of PO Terms and Conditions Changed to Read: 17. FEDERAL ACQUISITION REGULATIONS - FOR U.S. GOVERNMENT SUBCONTRACTING ONLY. (a) There are hereby incorporated herein by reference and made a part hereof the following Federal Acquisition Regulation and DoD FAR supplement clauses as in effect at the date of the prime contract, except for Cost Accounting Standards clauses which are in effect at the date of the subcontract if this order is a subcontract under a Government prime contract as may or may not be evidenced by the inclusion of a Government prime contract number on the face of this order:</p>	
FAR/DFARS CLAUSE	DESCRIPTION TITLE <i>(Latest Revision at time of order is to apply, unless otherwise noted)</i>
52.203-11	Certificate and Disclosure Regarding Payments to Influence Certain Federal Transactions <i>{Solicitations expected to exceed \$150,000}</i>
52.203-12	Limitation on Payments to Influence Certain Federal Transactions <i>{Solicitations expected to exceed \$150,000}</i>
52.203-13	Contractor Code of Business Ethics and Conduct <i>{Solicitations and contracts if the value of the contract is expected to exceed \$5.5 million}</i>
52.203-14	Display of Hotline Poster(s) <i>{Contract Awards in Excess of \$5,500,000}</i>
52.203-6	Restrictions on Subcontractor Sales to the Government <i>{Contract Awards in Excess of the simplified acquisition threshold}</i>
52.203-7	Anti-Kickback Procedures <i>{Contract Awards in Excess of the simplified acquisition threshold}</i>
52.204-21	Basic Safeguarding of Covered Contractor Information Systems – Included in all USG contracts regardless of dollar value
52.209-6	Protecting the Government Interest When Subcontracting with Subcontractors Debarred, Suspended, or Proposed for Debarment <i>{Contract Awards in Excess of \$35,000}</i>
52.211-15	Defense Priority and Allocation Requirements
52.211-5	Material Requirements
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items

52.214-26	Audit Records - Sealed Bidding <i>{Subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of certified cost or pricing data}</i>
52.214-28	Subcontractor Cost or Pricing Data – Modifications – Sealed Bidding <i>{Subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of certified cost or pricing data}</i>
52.215-10	Price Reduction for Defective Cost or Pricing Data <i>{Solicitations and contracts when it is contemplated that certified cost or pricing data will be required}</i>
52.215-12	Subcontractor Cost or Pricing Data <i>{Solicitations and contracts when it is contemplated that certified cost or pricing data will be required}</i>
52.215-13	Subcontractor Cost or Pricing Data – Modifications <i>{Solicitations and contracts when it is contemplated that certified cost or pricing data will be required}</i>
52.215-14 I	Integrity of Unit Prices – Alternate I <i>{solicitations and contracts above the simplified acquisition threshold for non-commercial items}</i>
52.215-15	Pension Adjustments and Asset Reversions <i>{Solicitations and contracts when it is contemplated that certified cost or pricing data will be required}</i>
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions <i>{Solicitations and contracts when it is contemplated that certified cost or pricing data will be required}</i>
52.215-19	Notification of Ownership Changes <i>{Solicitations and contracts when it is contemplated that certified cost or pricing data will be required}</i>
52.215-2	Audit and Records - Negotiation <i>{Solicitations and contracts above the simplified acquisition threshold for non-commercial items}</i>
52.215-22	Limitations on Pass Through Charges – Identification of Subcontract Effort <i>{Solicitations containing FAR 52.215-23}</i>
52.215-23	Limitations on Pass Through Charges <i>{Cost reimbursement and fixed-price solicitations and contracts exceeding the threshold for certified cost or pricing data}</i>
52.219-8	Utilization of Small Business Concerns <i>{Solicitations and contracts above the simplified acquisition threshold}</i>
52.219-9	Small Business Subcontracting Plan <i>{Solicitations and contracts expected to exceed \$700,000}</i>
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000 <i>{Contract Awards in Excess of \$15,000}</i>
52.222-21	Prohibition of Segregated Facilities
52.222-22	Previous Contracts and Compliance Reports
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Veterans <i>{Contract Awards in Excess of \$150,000}</i>
52.222-36	Equal Opportunity for Workers With Disabilities <i>{Contract Awards in Excess of \$15,000}</i>
52.222-37	Employment Reports on Veterans <i>{Contract Awards in Excess of \$150,000}</i>
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation <i>{Solicitations and contracts above \$150,000 for non-commercial items}</i>
52.222-40	Notification of employee rights Under the National Labor Relations Act <i>{Contract Awards in Excess of \$10,000}</i>
52.222-41	Service Contract Labor Standards
52.222-50	Combating Trafficking in Persons <i>{Contract Awards in Excess of \$500,000}</i>
52.222-51	Exemption From Application Of The Service Contract Labor Standards To Contracts For Maintenance, Calibration, Or Repair Of Certain Equipment--Requirements
52.222-53	Exemption From Application Of The Service Contract Labor Standards To Contracts For Certain Services--Requirements
52.222-54	Employment Eligibility Verification <i>{Contract Awards in Excess of \$3,500}</i>
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-13	Restrictions on Certain Foreign Purchases
52.225-8	Duty-Free Entry <i>{Solicitations and contracts above the simplified acquisition threshold}</i>
52.227-1	Authorization and Consent
52.227-11	Patent Rights – Ownership by the Contractor
52.227-13	Patent Rights - Ownership by the Government

52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-3	Patent Indemnity
52.227-9	Refund of Royalties
52.228-7	Insurance -- Liability to Third Persons <i>{Solicitations and contracts for cost-reimbursement contracts}</i>
52.230-2	Cost Accounting Standards <i>{Negotiated contracts in Excess of \$750,000}</i>
52.230-3	Disclosure and Consistency of Cost Accounting Practices <i>{Negotiated contracts in Excess of \$750,000}</i>
52.230-4	Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns <i>{Negotiated contracts in Excess of \$750,000}</i>
52.230-6	Administration of Cost Accounting Standards <i>{Negotiated contracts in Excess of \$750,000}</i>
52.232-16	Progress Payments
52.234-1	Industrial Resources Developed Under Defense Production Act Title III, Defense Production Act
52.234-4	Earned Value Management System
52.244-6	Subcontracts for Commercial Items <i>{Solicitations and contracts other than those for commercial items}</i>
52.245-1	Government Property
52.246-2	Inspection of Supplies – Fixed Price
52.246-3	Inspection of Supplies – (Cost Reimbursement) “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “government or Buyer”. The provisions in this clause for access, right to inspect, safety protection and relief from liability apply equally to Buyer and the Government
52.246-4	Inspection of Services - Fixed Price
52.246-6	Inspection of Time and Material and Labor Hour “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “government or Buyer”. The provisions in this clause for access, right to inspect, safety protection and relief from liability apply equally to Buyer and the Government
52.246-7	Inspection of Research and Development - Fixed Price
52.246-8	Inspection of Research and Development - Cost Reimbursement
52.246-9	Inspection of Research and Development - Short Form
52.247-63	Preference for U.S. Flag Carriers
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels and Alternate I
52.248-1	Value Engineering
52.249-2	Termination for Convenience of the Government (Fixed Price)
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.204-7000	Disclosure of Information
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting – Included in all DOD contracts regardless of dollar value
252.208-7000	Intent to furnish Precious Metals as Government-Furnished Material
252.211-7000	Acquisition Streamlining {Subcontracts greater than \$1.5 million}
252.211-7003	Item Identification and Valuation
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)
252.219-7004	Small Business Subcontracting Plan (Test Program)
252.222-7000	Restrictions on Employment of Personnel
252.223-7006 Alt 1	Prohibition on Storage and Disposal of Toxic and Hazardous Materials – Alternate I
252.225-7007	Prohibition on Acquisition of US Munitions List Items from Communist Chinese Military Companies
252.225-7008	Restriction on Acquisition of Specialty Metals

252.225-7009	Restrictions on Acquisition of Certain Articles Containing Specialty Metals
252.225-7010	Commercial Derivative Military Article—Specialty Metals Compliance Certificate
252.225-7012	Preference for Domestic Commodities
252.225-7013	Duty-Free Entry
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7025	Restriction on Acquisition of Forgings
252.225-7033	Waiver of United Kingdom Levies {Any subcontract for supplies where a lower-tier subcontract exceeding \$1 million with a U.K. firm is anticipated}
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States
252.225-7048	Export Controlled Item
252.226-7001	Utilization of Indian Organizations, and Indian-Owned Economic Enterprises and Hawaiian Small Business Concerns {Subcontracts exceeding \$500,000}
252.227-7012	Patent License and Release Contract
252.227-7013	Rights in Technical Data – Noncommercial Items
252.227-7015	Technical Data – Commercial Items
252.227-7016	Rights in Bid or Proposal Information
252.227-7018	Rights in Noncommercial Technical Data and Computer Software - Small Business Innovation Research (SBIR) Program
252.227-7033	Rights in Shop Drawings
252.227-7037	Validation of Restrictive Markings on Technical Data
252.227-7038	Patent Rights - Ownership by the Contractor
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
252.229-7011	Reporting of Foreign Taxes - US Assistance Programs {Subcontracts for commodities that exceed \$500}
252.234-7002	Earned Value Management System
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)
252.246-7003	Notification of Potential Safety Issues
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation by Sea
252.249-7002	Notification of Anticipated Contract Termination or Reduction
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
	Copies of such FAR clauses and information as to the cognizant Contracting Officer shall be furnished by EXTEX to Vendor upon request.