

GOVERNMENT FLOWDOWN CLAUSES TO PURCHASE ORDER TERMS AND CONDITIONS
Applicable to WilliamsRDM, Inc. Purchase Orders

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

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

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

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

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

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

- 52.203-3 Gratuities.
- 52.203-5 Covenant Against Contingent Fees.
- 52.203-6 Restrictions on Subcontractor Sales to the Government.
- 52.203-7 Anti-kickback Procedures (excluding paragraph (c) (1)). WilliamsRDM I may withhold from sums owed Seller the amount of any kickback paid by Seller or its Providers at any tier if (a) the Contracting Officer so directs, (b) the Contracting Officer has offset the amount of such kickback against money owed WilliamsRDM I under the prime contract.
- 52.204-2 Security Requirements. This clause applies only if access to classified material is required in the performance of The WilliamsRDM Purchase Order.
- 52.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material.
- 52.219-8 Utilization of Small Business and Small Dis- advantaged Business Concerns.
- 52.222-1 Notice to Government of Labor Disputes. In addition to the Seller's obligation therein, Seller shall also provide timely written notice to WilliamsRDM whenever any actual or potential event is delaying or threatening to delay delivery of the goods or performance of the services under the WilliamsRDM Purchase Order.
- 52.222-4 Contract Work Hours and Safety Standards Act--Overtime Compensation.

- 52.223-3 Hazardous Material Identification and Material Safety Data. This clause applies only if Seller must deliver hazardous material under the WilliamsRDM Purchase Order.
- 252.223-7001 Hazard Warning Labels. Application same as for 52.223-2 above.
- 252.223-7004 Drug-Free Work Force.
- 52.225-11 Buy American-Construction Materials under Trade Agreements.
- 252.225-7001 Buy American Act and Balance of Payment Program.
- 252.225-7013 Duty Free Entry 252.225-7014 Preference for Domestic Specialties Metals (including Alternate 1).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales.
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments. This clause is applicable only if the WilliamsRDM Purchase Order indicates that it is in support of Foreign Military Sales contract.
- 52.227-14 Rights in Data--General. This clause is applicable only if technical data and/or computer software is to be originated, developed, or delivered under The WilliamsRDM Purchase Order. If so, all data shall be construed to be delivered with unlimited rights unless otherwise agreed to under a special provision to The WilliamsRDM Purchase Order.
- 52.227-16 Additional Data Requirements. 2
- 52.227-7013 Rights in Technical Data and Computer Software. The applicability of this clause is the same as for 52.227-14 above.
- 252.227-7014 Rights in Non-Commercial Computer Software
- 252.227-7016 Rights in Bid or Proposal Information
- 252.227-7018 Restrictive Markings on Technical Data. The applicability of this clause is the same as for 52.227-14 above.
- 252.227-7019 Identification of Restrictive Rights Computer Software. The applicability of this clause is the same as for 52.227-14 above.
- 252.227-7025 Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends
- 252.227-7026 Deferred Delivery of Technical Data or Computer Software. The applicability of this clause is the same as for 52.227-14 above.
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software. The applicability of this clause is the same as for 52.227-14 above.
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Govt.
- 252.227-7030 Technical Data--Withholding of Payment. The applicability of this clause is the same as for 52.227-14 above. 252.227-7034 Patents- Subcontracts 252.227-7037 Validation of Restrictive Markings on Technical Data. The applicability of this clause is the same as for 52.227-14 above.
- 252.231-7000 Supplemental Cost Principles
- 252.243-7001 Pricing of Contract Modifications.
- 52.245-2 Government Property. This clause applies only if Government and/or a higher-tier contractor's property is required in the performance of The WilliamsRDM Purchase Order. Use of WilliamsRDM property will be governed by Article 15 of this form.
- 52.246-23 Limitation of Liability.
- 252.246-7001 Warranty of Data. This clause is applicable only if technical data and/or computer software is to be originated, developed, or delivered under The WilliamsRDM Purchase Order.
- 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System
- 52.247-63 Preference for U.S.-Flag Carriers.
- 52.249-1 Termination for Convenience of the Government.
- Additional clauses applicable to orders over \$10,000:**
- 52.215-1 Examination of Records by Comptroller General.
- 52.215-2 Audit--Negotiations.
- 52.222-20 Contracts for Materials, Supplies
- Articles and Equipment.
- 52.222-21 Prohibition of Segregated Facilities.
- 52.222-22 Previous Contracts and Compliance Reports.
- 52.222-26 Equal Opportunity (subparagraph (b) (1) through (11))
- 52.222-35 Equal Opportunity for Veterans.
- 52.222-36 Equal Opportunity for Workers with Disabilities
- 52.222-37 Employment Reports on Veterans.
- 52.225-10 Notice of Buy American Requirement--Construction Materials.
- 252.225-7008 Restriction on Acquisition of Specialty Metals.
- 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals.
- 252.225-7010 Commercial Derivative Military Article-Specialty Metals Compliance Certificate.
- 52.227-2 Notice and Assistance Regarding Patent and Copy-right Infringement. A concurrent copy of each notice sent to the Government will be sent to WilliamsRDM.

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Additional clauses applicable to orders over \$25,000:

52.203-10 Price Adjustment for Illegal or Improper Activity.
 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies.
 52.209-5 Certification Regarding Responsibility Matters.
 52.211-5 Material requirements
 52.215-20 Requirements for Cost or Pricing Data
 52.215-21 Requirements for Cost or Pricing Data-Modifications
 52.222-50 Combating Trafficking in Persons
 52.225-13 Restrictions on Certain Foreign Purchases
 52.227-1 Authorization and Consent including Alt 1.

52.242-13 Bankruptcy
 52.242-15 Stop-Work Order
 52.243-1 Changes-Fixed Price
 52.244-6 Subcontracts for Commercial Items & Components
 52.246-2 Inspection of Supplies- Fixes Price
 52.246-4 Inspection of Services- Fixed Price
 52.247-64 Preference for Privately-Owned U.S.-Flag Commercial Vessels.
 52.249-2 Termination for Convenience of the Government
 52.249-8 Default (Fixed-Price Supply and Service)

Additional clauses applicable to orders over \$100,000:

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.
 52.203-12 Limitation on Payments to Influence Certain Federal Transactions.
 252.203-7001 Prohibition on Persons Convicted of Fraud or other Defense Contract-Related Felonies
 52.215-14 Integrity of Unit Prices
 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
 52.223-13 Acquisition of EPEAT-Registered Imaging Equipment.
 52.223-14 Acquisition of EPEAT-Registered Televisions.
 252.225-7026 Acquisition Restricted to Products or Services from Afghanistan.
 252.247-7023 Transportation of Supplies by Sea
 52.248-1 Value Engineering.

Additional clauses applicable to orders over \$500,000:

52.215-22 Limitations on Pass-Through Charges-Identification of Subcontract Effort.
 52.215-23 Limitations on Pass-through Charges.

52.219-16 Liquidation Damages- Subcontracting Plan
 252.249-7002 Notification of Anticipated Contract Termination or Reduction

Additional clauses applicable to orders over \$650,000:

52.215-12 Subcontractor Cost or Pricing Data
 52.215-13 Subcontractor Cost or Pricing Data- Modifications

Additional clauses applicable to orders over \$1,000,000:

252.211-7000

Additional clauses applicable to orders over \$5,000,000:

52.203-13 Contractor Code of Business Ethics & Conduct
 52.203-14 Display of Hotline Posters Additional clauses may be applicable to orders (as indicated):

252.223-7001 Hazard Warning Labels (If delivery of hazardous materials)
 52.225-1 Buy American Act- Balance of Payments Program- Supplies (If non-domestic components)
 52.225-5 Trade Agreements (If non-domestic components)
 52.225-8 Duty Free Entry (If imported)
 252.225-7016 Restriction on Acquisition of Ball & Roller Bearings (If bearings supplied)
 252.225-7021 Trade Agreements (If other than US-made or designated country end products)
 52.227-9 Refund of Royalties (when reported royalty exceeds \$250)
 52.227-10 Filing of Patent Applications- Classified Subject Matter (If work may cover classified subject matter)
 52.227-11 Patent Rights- Ownership by the Contractor (if contract includes experimental, developmental work)
 52.230-2 Cost Accounting Standards (when referenced in contract)
 52.230-3 Disclosure and Consistency of Cost Accounting Practices (when referenced in contract)
 52.230-6 Administration of Cost Accounting Standards (If FAR 52.23-2 or -3 applies)
 252.244-7000 Subcontracts for Commercial Items & Components (If contract contains commercial items)
 52.245-1 Government Property (If Govt. property furnished)
 252.246-7003 Notification of Potential Safety Issues (If parts are critical safety items, or part is integral to a critical system)

In the event **WilliamsRDM** contract or higher-tier subcontract originated from the National Aeronautics and Space Agency (NASA), as reflected on the front page of The **WilliamsRDM** Purchase Order, all references to DFARS contract clauses identified above shall be deleted and the following NASA FAR Supplement (NFS) clauses are added by reference in place thereof. The NFS clauses shall supersede any FAR contract clauses of the same subject matter to any extent inconsistent therewith, and are subject to any specific Article otherwise addressed in the front of this form.

1852.223-70 Safety and Health Measures and Mishap Reporting. WilliamsRDM

Purchase Order (i) exceeds \$1,000,000 or (ii) regardless of the dollar amount, involves the use of hazardous materials or operations.

1852.223-72 Safety and Health (short form). Rights in Data--General. This clause is applicable only if

1852.227-14

technical data and/or computer software is to be originated, developed, or delivered under The **WilliamsRDM** Purchase Order.

1852.227-70 New Technology – Other than a Small Business Firm or Nonprofit Organization.

1852.227-72 Designation of New Technology Representative and Patent Representative.

1852.235-70 Center for Aerospace Information. This clause applies only if The **WilliamsRDM** Purchase Order involves research and development.

1852.244-70 Geographic Participation in the Aerospace Program. This clause applies only if The **WilliamsRDM** Purchase Order exceeds \$100,000.

1852.246-73 Human Space Flight Item.