

TERMS AND CONDITIONS OF PURCHASE

1. **PURCHASE ORDER AN OFFER** – This Purchase Order (this “**Order**”) is an offer by BUYER to purchase the goods specified upon the terms and conditions stated herein. **ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS OF THE OFFER CONTAINED HEREIN. BUYER EXPRESSLY REJECTS ANY AND ALL COUNTEROFFERS MADE BY SELLER.** SELLER shall indicate its unqualified acceptance by written or oral acceptance or confirmation, by commencing work on this Order in any manner, or by delivering the goods (which term throughout this Order includes without limitation raw materials, components, intermediate assemblies and supplies). No terms stated by SELLER in its proposal or in accepting or acknowledging this Order shall be binding, and SELLER is hereby notified of BUYER’s objection to and rejection of any additional or different terms proposed by SELLER in its forms or in any other manner. Any such additional or different terms shall be deemed to be null and void and of no effect.
2. **PRECEDENCE** – Any inconsistencies between these Terms and Conditions of Purchase (these “**Terms and Conditions**”) and other terms expressly agreed to by BUYER shall be resolved in accordance with the following descending order of precedence: (1) the face of the Order to which these Terms and Conditions are attached or otherwise pertain, (2) any master purchase or supply agreement expressly agreed to and executed by the parties, and (3) these Terms and Conditions.
3. **PAYMENT** – Due dates for the payment of invoices shall be computed by the date of receipt by BUYER of a correct and complete invoice rendered within 60 days of the date on which goods are delivered in accordance with Section 10 below (Packing, Shipping, and Delivery). Terms of payment shall be 60 days from the receipt of such an invoice for all goods accepted by BUYER.
4. **CHANGES** – BUYER may at any time by a written order (“**Change Order**”) make changes in the drawings and specifications on any item. If such changes result in delay or additional expense to SELLER, an equitable adjustment of price and delivery schedule will be made. Failure to agree on any claim for equitable adjustment under this clause shall be a dispute and either party may thereupon pursue any remedy which it may have in any court of competent jurisdiction. Pending the resolution of any such dispute, SELLER shall diligently pursue the performance of this Order as changed.
5. **PRICES** – BUYER shall not be billed at prices higher than those last quoted or charged to BUYER or stated on the front of this Order, and the prices to be paid by BUYER hereunder shall not at any time be greater than the price paid by any of SELLER’s other customers for similar goods at similar quantities. Should SELLER offer to sell similar goods to any other customer at a lower price, SELLER shall promptly notify BUYER, and the parties shall modify the prices to reflect the more favorable pricing. In addition, SELLER shall provide BUYER with a credit for future purchases equal to the difference in the amounts paid by BUYER and the more favorable price offered, retroactively applied to the date of the first sale by SELLER at the lower price. Prices shall include all charges for packing, hauling, storage, transportation and insurance to the point of delivery, and all delivery charges in excess of those that BUYER has agreed to pay.
6. **TAXES** – Prices shall be exclusive of any Federal, State or local sales, use or excise taxes levied upon, or measured by, the sale, the sales price, or use of goods in the performance of this Order, or any taxes on property owned by the U.S. Government. SELLER shall list separately on its invoice any such tax applicable to any such goods and payable by BUYER with respect to which BUYER does not furnish to SELLER evidence of exemption. SELLER agrees to comply with

any reasonable request by BUYER regarding payments under protest and regarding any refunds, claims, litigation or proceedings with respect to any such taxes, and to make appropriate adjustments to afford BUYER the benefit of any refund or reduction in such taxes.

7. **SPECIFICATIONS** – If blueprints or specifications are furnished by the BUYER, this Order shall be based upon such blueprints or such specifications, provided that approval of samples by BUYER shall not relieve the SELLER from strict and full compliance with such blueprints or specifications. Articles or goods not conforming to such blueprints or specifications may be rejected.
8. **PROCESS MONITORING** – SELLER is responsible for monitoring its manufacturing processes performance and conducting sufficient process control, inspection, testing proactive and preventative measures to assure that all materials delivered to BUYER are in full compliance to specifications. Statistical sampling is strongly encouraged to insure that the manufacturing processes are in statistical control. Related information must be made available to BUYER upon BUYER's request. ISO 9001:2000 certification is preferred or strongly recommended for all suppliers. SELLER shall ensure that the goods conform to BUYER's specifications.
9. **INSPECTION AND ACCEPTANCE** – SELLER agrees to permit BUYER's inspectors to have access to SELLER's plant at all reasonable times for the purpose of inspecting the items as set forth in this Order and work in process for production of such items. All items are subject to final inspection and approval at BUYER's plant or other plant or other place designated by BUYER. Such inspection shall be made within a reasonable time after delivery irrespective of the date of payment and the date of payment and the payment for any item purchased hereunder shall not constitute approval or acceptance of such material by BUYER and BUYER's right of inspection shall survive payment. BUYER may return rejected items at SELLER's expense and SELLER shall bear all risk of loss as to rejected items. SELLER shall at BUYER's election, replace any rejected items returned to SELLER hereunder, refund the full purchase price thereof, including shipping costs, or BUYER may, at SELLER's expense, remedy any defects of nonconformity to specifications, drawings, or samples. If SELLER fails to do so, BUYER may cancel this Order as to all such goods and any remaining goods to be delivered under this Order. SELLER agrees to maintain inspection and quality control systems that conform to the requirements specified by BUYER. SELLER shall maintain authenticated inspection and test reports, affidavits, certifications and other documents which relate to work performed under this Order for a period of three (3) years from final payment of this Order, and shall make such information available upon request to BUYER. If this Order supports a U.S. Government contract, Federal Acquisition Regulation (“FAR”) 52.246-2 (Aug 1996) shall also apply.
10. **PACKING, SHIPPING, AND DELIVERY** – All items shall be prepared and packed for shipment in a manner that will prevent damage in transit. BUYER is not liable for extra charges for packing, cartage or any other expense related thereto unless stated in this Order. SELLER shall mark this Order number on each container. Deliveries shall be strictly in accordance with the schedule set out or referred to in this Order and in exact quantities ordered. Time is of the essence. If SELLER's deliveries fail to meet schedule, BUYER, without limiting its other rights or remedies, may (i) direct expedited routing and any excess costs incurred thereby shall be at SELLER's expense or (ii) cancel all or part of this Order in accordance with Section 14 (Default). SELLER will limit and phase expenditures, incurrence of costs, and purchases and subcontract commitments for raw materials and components in such fashion to ensure continuity in production and permit performance and completion of each production increment in sequence without creating any unreasonable accumulations of raw materials or work in process of components for any production increments. Shipments in excess of quantities or in advance of

schedule delivery dates as shown herein are not to be made without BUYER's written approval. BUYER reserves the right to return at SELLER's expense any shipments received contrary to this instruction.

11. **RISK OF LOSS; TRANSFER OF TITLE** – SELLER shall bear all risk of loss or damage to all goods covered by this Order until received at the location designated by BUYER. Title to the goods shall pass to BUYER upon payment in full
12. **WARRANTY** – SELLER warrants that all goods and/or services provided by it (i) shall be of good quality and workmanship and free of defects, latent or patent; (ii) shall conform to all specifications, drawings or descriptions which are supplied by BUYER; (iii) shall be merchantable and suitable and sufficient by their intended purpose; and (iv) shall be free from any claim of any third party. SELLER may not negate, exclude, limit or modify any warranty otherwise available to BUYER. Any attempt by SELLER to do so is ineffective and shall not in any way bind BUYER. BUYER's inspection or acceptance of any goods or services, on BUYER's payment for goods or services shall not constitute a waiver by it of any warranty. None of the remedies available to BUYER for breach of any of the forgoing warranties may be limited except to the extent and in the manner agreed upon by BUYER in a separate agreement specifically designating such limitation and signed by an authorized representative of BUYER. The foregoing warranties shall run to BUYER and its successors, assigns and customers.
13. **CANCELLATION** – BUYER reserves the right to cancel this Order, or any part thereof, even though SELLER is not in default hereunder, by giving two days' written notice to the SELLER in the event of such cancellation, which period of time SELLER acknowledges is reasonable., BUYER shall pay for all goods and services delivered and completed and an equitable settlement shall be arrived at for the costs incurred by SELLER for goods and materials in process not to exceed the aggregate committed quantity and/or price specified in this Order. Upon receipt of any notice of cancellation hereunder, SELLER unless otherwise directed, will immediately discontinue all work in progress and immediately cancel all orders or subcontracts given or made pursuant to this Order. Exercise by BUYER of the rights of cancellation reserved in this paragraph shall give rise to no liability on the part of the BUYER except as specified in this paragraph and shall not have the effect of waiving damages the BUYER might otherwise be entitled to. In the event that this Order is placed in furtherance of BUYER's performance of a contract or subcontract for the benefit of the U.S. Government, BUYER may terminate work under this Order in accordance with Federal Acquisition Regulation (FAR) Section 52.249-2 (Termination for Convenience of the Government (May 2004)); provided, however, that BUYER's obligation shall in no event exceed the total firm amount of this Order, and BUYER will pay the SELLER at such time as BUYER is paid by the United States Government.
14. **DEFAULT** – BUYER reserves the right, by written notice, to cancel this Order without liability to BUYER in the event of insolvency of SELLER, the filing of a voluntary petition in bankruptcy by SELLER, the filing of an involuntary petition to have SELLER declared bankrupt, the appointment of a receiver or trustee for SELLER, the execution by SELLER of an assignment for the benefit of creditors, the discontinuance of business by SELLER, failure to provide adequate assurance of future performance, or the sale by SELLER for the bulk of its assets other than in the normal course of business. If SELLER fails to perform, or breaches any of the terms, BUYER reserves the right immediately upon such failure of performance or breach, and without any liability to BUYER (i) to cancel this Order in whole or in part by written notice by SELLER, or (ii) after notifying SELLER of such failure or breach and of BUYER's intent to exercise such right, to obtain the goods from another source, with any excess costs resulting there from, chargeable to SELLER. SELLER shall be liable for BUYER's damages in connection with such

breach or failure to perform including consequential damages reasonably foreseeable by SELLER or of which SELLER was apprised by BUYER; provided, however, the SELLER shall not be responsible for delays defaults occasioned by fires, Acts of God, wars or riots; but in the event of such occurrence, BUYER reserves the right to cancel this Order without liability of any kind.

15. **INDEMNIFICATION** – SELLER agrees to indemnify and hold harmless BUYER, its successors, assigns, customers and users of its goods, against all suits at law or in equity and from all damages, claims and demands arising out of the death or injury of any person or damage to any property alleged to have resulted from the goods hereby ordered, and/or resulting from any act or omission of SELLER, its agents or employees and upon the tendering of any suit or claim to SELLER, to defend the same at SELLER's expense as to all cost, fees and damages. The foregoing indemnification shall apply whether SELLER or BUYER defends such suit or claims and whether the death, injury or property damage is caused by the sole or concurrent negligence of SELLER or otherwise. To the extent that SELLER's agents, employees or subcontractors enter upon premises occupied by or under the control of BUYER, or any of its customers or suppliers in the course of the performance of this Order, SELLER shall indemnify, defend and hold BUYER, its officers, employees and agents, harmless from any and all costs, losses, expenses, damages, claims, suits, or any liability whatsoever, including attorney's fees arising out of any act or omission of SELLER, its agents, employees, or subcontractors. SELLER shall maintain and require its contractors to maintain (i) public liability and property damage insurance (both general and vehicle) in amounts sufficient to cover obligations set forth above, and (ii) workers' compensation and employer's liability insurance covering all employees engaged in the performance of this Order. Upon BUYER's request, SELLER shall furnish certificates evidencing such insurance. No expiration, termination or modification of such insurance shall take place without thirty (30) days' prior written notice to BUYER
16. **PATENT, TRADEMARK, & COPYRIGHT INDEMNITY** – SELLER agrees to indemnify BUYER and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel's fees, arising from or by reason of any suit, claim or demand relating to trademark, patent or copyright infringement or litigation based hereon with respect to the goods or any part thereof covered by this Order and such obligations shall survive acceptance of the goods and payment thereof by the BUYER. SELLER agrees that it will, when so requested, provided that it is given reasonable notice of the pendency of any such suit, claim, or demand, assume the defense of the BUYER and/or its successors, assigns and customers and users of its products against any such aforementioned suit, claim, or demand, pendency of any such suit, claim or demand.
17. **SUBCONTRACT, ASSIGNMENT AND SETOFF** – SELLER shall not, without the written consent of the BUYER, make any contract with any other person for furnishing any of the completed or substantially completed items covered by this Order or assign this Order or any right hereunder. BUYER may set off against any amount payable to any person under this Order any claim or change it may have against SELLER.
18. **BUYER'S PROPERTY** – All tools, dies, jigs, patterns, equipment or material and other items purchased, furnished, charged to or paid for by BUYER and any replacement thereof, shall remain the property of BUYER. Such property shall be plainly marked to show it is the property of BUYER and shall be safely stored apart from other property held by SELLER. SELLER shall not substitute any property for BUYER's property and shall not use such property except in filling BUYER's Orders. SELLER shall hold such property at its own risk and upon BUYER's written request redeliver the property to BUYER in the same condition as originally received by SELLER, reasonable wear and tear excepted. Title to and right of possession to special tooling,

dies, jigs, patterns and equipment, the cost of which is fully or substantially amortized in the price of the items purchased, shall remain with SELLER but SELLER shall, at no additional cost to BUYER, hold such special tooling for BUYER's exclusive use and SELLER shall not dispose of such tooling without prior written approval of BUYER. SELLER shall take all necessary measures to preserve BUYER's title to BUYER's property, free of all encumbrances. BUYER retains the right in addition to other rights provided by law, to enter SELLER's premises and remove BUYER-owned property with or without a court order. SELLER shall assume and shall indemnify BUYER against any and all liability for damages to property or injury to, or death of any persons which may arise from, may be incidental to the presence of, or may involve the use of BUYER-owned property whether such damage, injury or death is caused by defects in the property, negligence in the use thereof or otherwise.

19. **DRAWINGS, SPECIFICATIONS AND TECHNICAL INFORMATION** – The ideas, information and designs contained in or shown upon, and the drawings, specifications, photographs and other engineering and manufacturing information supplied by BUYER shall remain BUYER's property, shall be retained in confidence by SELLER and not be disclosed to any other person or entity, and shall not be used nor incorporated into any product or item later manufactured or assembled by SELLER for anyone other than BUYER. SELLER shall return all such information and data to BUYER upon completion of its obligations under this Order, or upon demand, and SELLER shall not retain any duplication of such information or data. Any unpatented knowledge or information concerning SELLER's processes, present or contemplated products or their uses, which SELLER may disclose to employees of BUYER in connection with the ordering, acquisition and use by BUYER of the goods or services covered by this Order shall, unless otherwise specifically agreed in writing, be deemed to have been disclosed as part of the consideration for this Order and SELLER agrees not to assert any claim (other than the claim for patent infringement) against BUYER by reason of any case or alleged use to which any such information or knowledge may be put by BUYER. SELLER shall not, without the prior consent of BUYER, in any manner disclose any information concerning this Order to any party, including any information to the effect that SELLER has furnished, or has contracted to furnish, the goods included herein, or the fact that SELLER is selling goods to BUYER under this Order.
20. **WAIVER** – Failure of BUYER or SELLER to insist on performance of any of these items and conditions or requisitions of this Order shall not be construed as a waiver of such items, conditions or requirements and shall not affect the right of either party thereafter to enforce each and every term, condition or requirement hereof. No waiver by either party of any default in compliance with any provision of this Order shall be deemed a waiver of any other provision.
21. **ENTIRE AGREEMENT** – Subject to Section 2 (Precedence), this Order (together with the documents attached hereto or incorporated by reference and with any Change Orders applicable hereto) and the terms and conditions stated herein and all statements on the reverse side hereof, including all insertions, constitute the complete agreement between the BUYER and the SELLER concerning this Order and any prior negotiations between BUYER and SELLER or terms or conditions of sale set forth in SELLER's quotation or sales acknowledgment shall not constitute a part of the agreement between BUYER and SELLER
22. **CHEMICAL SUBSTANCES** – Notwithstanding anything to the contrary hereafter represented by either party to the other, SELLER warrants that each and every chemical substance sold or otherwise transferred by SELLER to BUYER as of the time of such sale or transfer that is required or permitted to be reported for the inventory of chemical substances (409 CFR Part 710) has been reported to EPA either by SELLER or by others for incorporation in the inventory of

chemical substances compiled and published by the administrator of the Environmental Protection Agency pursuant to the Federal Toxic substances Control Act (PL 94-469).

Supplier warrants and certifies that all products, including packaging and packaging of components, provided to company under this agreement have been accurately labeled, in accordance with the requirements of Title 40, code of Federal Regulations, part 82 entitled "Protection of Stratospheric Ozone", subpart E – "The labeling of products using ozone depleting substances".

23. **COMPLIANCE WITH LAWS** – SELLER agrees to fully observe and comply with all applicable foreign, Federal, State and local laws, rules, regulations and orders pertaining to the production and sale of the goods ordered, in effect as of the date of this Agreement and as amended from time to time. SELLER shall hold BUYER harmless from any liability resulting from failure to comply with such laws, rules, regulations and orders, and upon BUYER's request, SELLER shall furnish to BUYER certificates of compliance with such laws, rules, regulations and orders. SELLER has not paid, offered, promised to pay or authorized and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value (in the form of entertainment, gifts, gratuities, kickbacks or otherwise) for the purpose of obtaining or rewarding favorable treatment as a supplier to BUYER. SELLER has not paid, offered, promised to pay or authorized and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to (i) any person or firm employed by or acting for or on behalf of any customer, whether private or governmental, or (ii) any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision or inducing or rewarding any action by the customer in any commercial transaction or in any governmental matter or securing any improper advantage to assist SELLER or BUYER in obtaining or retaining business or directing business to any person. By accepting this Order, SELLER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 (Anti-Kickback Procedures (Oct 2010)) or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference. In addition, without limiting the foregoing, SELLER shall fully observe and comply with the United States Foreign Corrupt Practices Act and the United Kingdom Bribery Act 2010, in each case, in effect as of the date of this Order and as amended from time to time.
24. **EXPORT COMPLIANCE** – SELLER shall comply with all applicable U.S. export control laws and regulations, including without limitation, the United States Export Administration Regulations, the Arms Export Control Act, the International Traffic in Arms Regulations ("ITAR"), and the anti-boycott provisions of the United States Internal Revenue Code, in effect as of the date of this Agreement and as amended from time to time. SELLER shall obtain all required export licenses or agreements necessary to perform its obligations hereunder, as applicable. Without limiting the foregoing, SELLER shall not transfer or export any controlled item, data or services, including transfer to foreign persons employed by or associated with, or under contract to SELLER, without the authority of an export license, agreement or applicable exemption or exception. SELLER agrees to notify BUYER if any goods deliverable under this Order are restricted by export control laws or regulations and shall provide the correct Export Classification Number. SELLER shall immediately notify BUYER if SELLER is, or becomes, listed in the U.S. Specially Designated Nationals list or other denied parties list or if SELLER's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency. If SELLER is engaged in the business of either exporting or manufacturing defense articles or furnishing defense services,

SELLER represents that it is registered with the Office of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

25. **DUTY TO REPORT** – SELLER shall promptly disclose to BUYER together with all pertinent facts any violation, or alleged violation, of any of the laws and regulations referenced in Section 23 (Compliance with Laws) or Section 24 (Export Compliance) above. Failure to comply with Sections 23 (Compliance with Laws), 24 (Export Compliance) or 25 (Duty to Report) shall be a breach by SELLER sufficient to justify immediate termination of this Order by BUYER, which remedy shall not be exclusive but shall be in addition to any other remedies available at law or equity.
26. **COMPLIANCE WITH BUYER POLICIES AND PROCEDURES** – SELLER shall comply with such BUYER policies or procedures as BUYER may reasonably require, provided that (i) BUYER has provided SELLER a written copy of any such additional policy or procedure, and (ii) such policies or procedures do not conflict with the terms of this Order. SELLER acknowledges that it has received (and will distribute to its employees and agents) a copy of TT electronics' Statement of Values and Business Ethics Code, and agrees to comply and cause its employees and agents to comply at all times with the relevant provisions thereof.
27. **HAZARDOUS MATERIALS** – SELLER shall promptly notify BUYER in writing if any materials or goods required by this Order are deemed hazardous under the laws, rules or regulations of any applicable governmental or regulatory authority. All goods shall be manufactured, packaged, marked and shipped by SELLER in compliance with all laws, rules or regulations of any applicable governmental or regulatory authorities. In particular, SELLER warrants and covenants that the goods provided hereunder comply with (i) Directive 2002/95/EC of the European Parliament and of the Council of 27 January 2003 on the restriction of the use of certain hazardous substances and electrical and electronic equipment (RoHS), (ii) Directive 2002/96/EC of the European Parliament and of the Council of 27 January 2003 on Waste Electrical and Electronic Equipment (WEEE), and (iii) Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). Upon Buyer's request, Seller shall provide a certification of the substances contained in the goods, in a form reasonably acceptable to Buyer.
28. **DISPUTES/REMEDIES.** With respect to any dispute arising hereunder, either party may pursue any remedy which it may have in any court of competent jurisdiction. Pending the resolution of any such dispute, Seller shall diligently pursue the performance of this contract. Anything herein to the contrary notwithstanding, if a U.S. Government Contracting Officer issues a final decision relating directly or indirectly to this Order and such decision is binding upon Buyer, then such decision shall in turn be binding upon Seller, and Seller shall not be entitled to additional compensation or reimbursement for compliance therewith.
29. **HEADINGS.** The headings used in these Terms and Conditions are inserted for the convenience of the parties and shall not define, limit or describe the scope or the intent of the provisions of these Terms and Conditions.
30. **NOTICE OF LABOR DISPUTES** – If at any time SELLER has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Order, SELLER shall immediately give written notice thereof, including all relevant information with

respect thereto, to BUYER. SELLER agrees to insert the substance of this section, including this sentence, in any subcontract hereunder.

31. **CONTROLLING LAW** – Issues of construction, interpretation, execution and validity of this contract and sale shall be governed by the laws of the State of California, without regard to conflict of laws principles, except that any provision in this Order that is (i) incorporated in full text or by reference from the FAR, or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR, or (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the U.S. Government. The United Nations Convention on Contracts for the International Sale of Goods is excluded and shall not apply.
32. **GOVERNMENT PROPERTY** – If any tooling, test equipment or materials of any type designated as U.S. Government property is furnished to SELLER in connection herewith, SELLER assumes complete liability therefore except for reasonable wear and tear and except to the extent that such property is consumed in the performance of this Order. Unless otherwise provided on the face of this Order, SELLER shall comply with FAR 52.245-1.
33. **SURVIVABILITY** – If this Order expires, is completed or is terminated, SELLER shall not be relieved of the obligations contained in the following Sections of these Terms and Conditions: 12 (Warranty), 15 (Indemnification), 16 (Patent, Trademark, & Copyright Indemnity), 19 (Drawings, Specifications and Technical Information), 23 (Compliance with Laws), 24 (Export Compliance), 25 (Duty to Report), 31 (Controlling Law), and 33 (Survivability).
34. **GOVERNMENT CONTRACTS** – If this is an Order under a U.S. Government prime contract or a subcontract, the following FAR provisions shall also apply. SELLER shall hold BUYER harmless from any liability resulting from failure to comply with such FAR provisions.

The FAR sections listed below are incorporated herein by reference, except that the terms “**Government**,” “**United States**” and “**Contracting Officer**” and equivalent phrases shall mean “**BUYER**” (unless the context clearly indicates otherwise), the terms “**Contractor**” or “**Subcontractor**” shall mean “**SELLER**” and “**contract**” shall mean this Order.

52.202-1	Definitions (Jul 2004)
52.203-3	Gratuities (Apr 1984) <i>(for subcontracts over \$150,000 only)</i>
52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006) <i>(for subcontracts over \$150,000 only)</i>
52.203-7	Anti-Kickback Procedures (Oct 2007) <i>(for subcontracts over \$150,000 only)</i>
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010) <i>(for subcontracts over \$150,000 only)</i>
52.203-13	Contractor Code of Business Ethics and Conduct (Apr 2010) <i>(for subcontracts over \$5 million only)</i>
52.209-6	Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (Dec 2010) <i>(for subcontracts over \$30,000, except for commercially available off-the-shelf items)</i>
52.211-5	Material Requirements (Aug 2000)
52.211-15	Defense Priority and Allocation Requirements (Apr 2008)

- 52.222-3 Convict Labor (Jun 2003)
- 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (Jul 2005) *(for subcontracts over \$150,000 only)*
- 52.222-20 Walsh-Healey Public Contracts Act (Oct 2010)
- 52.222-21 Prohibition of Segregated Facilities (Feb 1999)
- 52.222-24 Preward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)
- 52.222-26 Equal Opportunity (Mar 2007)
- 52.222-35 Equal Opportunity for Veterans (Sep 2010) *(for subcontracts over \$100,000 only)*
- 52.222-36 Affirmative Action for Workers with Disabilities (Oct 2010)
- 52.222-37 Employment Reports on Veterans (Sep 2010)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
- 52.222-50 Combating Trafficking in Persons (Feb 2009)
- 52.225-1 Buy American Act Supplies (Feb 2009)
- 52.244-6 Subcontracts for Commercial Items (Dec 2010)

35. **FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)** – SELLER represents that (a) it has developed and has on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of labor (41 CFR 60-1 and 60-2), or (b) it has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.