



GREENSOURCE FABRICATION LLC

TERMS AND CONDITIONS OF PURCHASE

GreenSource Fabrication LLC ("Buyer") and the seller ("Seller") of good and services ("work") described in a purchase order issued by Buyer have agreed that the following terms and conditions shall apply to, and be deemed incorporated into and part of, the purchase order:

1. ORDER ACCEPTANCE

Seller's acknowledgement, acceptance of payment, or commencement of performance shall constitute Seller's acceptance of the purchase order. Unless expressly accepted in writing by Buyer, any additional or differing terms or conditions proposed by Seller are rejected by Buyer and shall have no effect.

2. DELIVERY

Seller shall deliver the work by the delivery date noted in the purchase order. Time is of the essence in Seller's performance of the purchase order. Shipment shall be to the location directed by Buyer. Title and risk of loss to goods shall pass to Buyer upon receipt of the goods at the location directed by Buyer.

3. PAYMENT TERMS

- 3.1 Unless otherwise agreed by the parties, payment terms shall be net thirty (30) days from Buyer's receipt of a proper invoice from Seller. The seller shall not submit an invoice until actual completion of the performance of the work that is the subject of the invoice, including delivery as directed in the purchase order. Payment shall be deemed to have been made as of the date of Buyer's mailing of the payment or electronic funds transfer.
- 3.2 Unless otherwise specified, Seller's prices shall include all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government, each of which Seller shall list separately on the invoice.
- 3.3 Each payment shall be subject to a reduction to the extent of amounts found by either party to not be properly payable. Buyer shall have the right to set off any amount owing from Seller to Buyer under the purchase order or any other contract between the parties.

4. QUALITY ASSURANCE

- 4.1 Seller shall have a quality management system in place.
- 4.2 Seller shall provide and maintain a quality control system to an industry recognized quality standard and with any other quality requirements identified in the purchase order. Seller shall impose the applicable quality requirements on its subcontractors.
- 4.3 Seller shall only tender goods to Buyer that have passed all testing and inspection requirements and that otherwise conform to all requirements of the purchase order.

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- 4.4 Records of all quality control inspection work by Seller shall be kept complete and available to Buyer and its customers for at least 10 years.
- 4.5 Buyer and Buyer's customer shall each have the right, at no charge to Buyer or Buyer's customer, to access the sites where the work is performed and to receive Seller data in order to conduct quality audits, perform or witness inspections or tests, assess conformance with Buyer's specifications, assess performance of goods, or assess conformance with any terms of the purchase order.
- 4.6 Seller agrees to use only experienced, trained and qualified employees in the performance of the work.
- 4.7 Seller shall provide to Buyer, upon Buyer's request, the identity of its suppliers and/or the location of manufacture or performance of the work identified in the purchase order, including any subcomponents and materials.
- 4.8 Seller shall ensure all employees are aware of their contributions to product or service conformity and safety and importance of ethical behavior.
- 4.9 Seller shall provide a Certificate of Conformance (C of C) with each shipment of products. The C of C must certify that the products meet all specified requirements, including technical specifications, quality standards, and regulatory compliance.
- 4.10 Supplier shall establish and maintain a Foreign Object Damage (FOD) prevention program to ensure work is accomplished in a manner preventing foreign objects or material from entering or remaining in deliverable items.
- 4.11 Seller agrees to include, and to require its subcontractors to include, the substance of this Section 4, including this sentence, in each of its lower tier subcontracts for the delivery of items that will be included in or furnished as work to Buyer.

5. COUNTERFEIT WORK

- 5.1 The following definitions apply to this clause:

"Counterfeit Work" means work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have 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 current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Suspect Counterfeit Work" means work for which credible evidence (including visual inspection or testing) provides reasonable doubt that the work is authentic.

- 5.2 Seller shall not deliver Counterfeit Work or Suspect Counterfeit Work to Buyer under the purchase order.



- 5.3 Seller shall only purchase products to be delivered or incorporated as work to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Seller may use another source only if (i) the foregoing sources are unavailable, (ii) Seller's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the work, and (iii) Seller obtains the advance written approval of Buyer.
- 5.4 Seller shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in the purchase order, including a documented system (policy, procedure, or other documented approach) that provides for prior notification to the Buyer and Buyer's written approval before parts/components are procured and used from sources other than OEMs/OCMs or through the OEM's/OCM's authorized distribution chain. Seller shall provide copies of such documentation for its system for Buyer's inspection upon Buyer's request. Seller's system shall be consistent with applicable industry standards, AS5553 as minimum, for the detection and avoidance of Counterfeit Work, including policies and procedures for training personnel, designing and maintaining systems to mitigate risks associated with parts obsolescence, making sourcing decisions, prioritizing mission critical and sensitive components, ensuring traceability of parts, developing lists of trusted and non-trusted suppliers, flowing down requirements to subcontractors, inspecting and testing parts, reporting and quarantining Suspect Counterfeit Work, and taking corrective action. If Seller is providing electronic components/devices only, or value added services that include the acquisition of components/devices in conjunction with these services, the following certification applies:

Certification of Origin of Product:

Acceptance of this purchase order constitutes confirmation by Seller that it is the Original Equipment Manufacturer (OEM)/Original Component Manufacturer (OCM), or a franchised or authorized distributor of the OEM/OCM for the product herein procured. Seller further warrants that OEM/OCM acquisition documentation that authenticates traceability of the components to that applicable OEM/OCM is available upon request. If Seller is not the OEM/OCM or a franchised or authorized distributor, Seller confirms by acceptance of this purchase order that it has been authorized in writing by Buyer to act on Buyer's behalf to procure from the OCM or a franchised or authorized distributor of the OEM/OCM. Seller further warrants that OEM/OCM acquisition traceability documentation is accurate and available to Buyer upon Buyer's request and is retained as a quality record in accordance with Section 4.4 above.

- 5.5 Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. Seller, at its expense, shall provide reasonable cooperation to Buyer or Buyer's customer in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under the purchase order. Seller shall quarantine Suspect Counterfeit Work, and make them available for investigation by appropriate government authorities. Suspect Counterfeit Work shall not be returned to the supply chain unless and until such time that the parts are determined to be authentic.



5.6 This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flow down, warranty or other provision included in the purchase order addressing the authenticity of work.

5.7 In the event that work delivered under the purchase order constitutes or includes Counterfeit Work, Seller shall, at its expense, promptly replace such Counterfeit Work with genuine work conforming to the requirements of the purchase order. Notwithstanding any other provision in the purchase order, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including Buyer's and Buyer's customer's costs of removing Counterfeit Work, of installing replacement work and of any testing necessitated by the reinstallation of work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of the purchase order.

5.8 Seller shall include Section 5 of these terms and conditions or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as work to Buyer.

6. WARRANTY

6.1 Seller warrants that all work furnished pursuant to the purchase order shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of the purchase order and be free from defects in design, material, and workmanship. This warranty shall begin upon final acceptance and extend for a period of one (1) year. If any nonconforming work is identified within the warranty period, Seller, at Buyer's option, shall promptly repair, replace, or reperform the work. Transportation of replacement work, return of non-conforming work, and reperformance of work shall be at Seller's expense. If repair, replacement, or reperformance of work is not timely, Buyer may elect to return, reperform, repair, replace, or reprocur the work at Seller's expense. All warranties shall run to Buyer and Buyer's customers.

6.2 Seller warrants that it will perform any services under the purchase order with the degree of high professional skill and sound practices and judgment which is normally exercised by recognized professional firms with respect to services of a similar nature.

6.3 Seller warrants that it is and shall remain free of any obligation or restriction which would interfere or be inconsistent with or present a conflict of interest concerning the work to be furnished by Seller under the purchase order.

7. PROPERTY

7.1 Buyer may provide to Seller property owned by either Buyer or its customer. Such property shall be used only for the performance of the purchase order. Title to such property shall remain in Buyer or its customer. Seller shall be responsible for, and promptly notify Buyer of, any loss or damage to such property.

7.2 The Government Property clause of the Federal Acquisition Regulation (FAR) shall apply in lieu of Section 7.1 with respect to property to which the U.S. Government has title.

7.3 If items are bailed to Seller or progress payments made, Seller grants Buyer a security interest in goods, equipment, machinery, contract rights, inventory, and raw materials, whether now existing



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or hereafter arising, provided by Buyer and/or purchased or used by Seller to perform the purchase order. Seller agrees to execute and deliver all documents requested by Buyer to protect and maintain Buyer's security interest.

8. CHANGES

- 8.1 No changes, modifications, waiver or interpretation of any of the provisions of the purchase order shall be binding upon either party unless in writing and signed by an authorized representative of the party intended to be bound thereby.
- 8.2 No changes to products, processes, materials, suppliers, or manufacturing locations that may affect product quality, performance, or compliance with specified requirements shall be implemented without prior written approval from Buyer. This includes changes in design, materials, manufacturing processes, testing methods, and subcontracted suppliers.
- 8.3 If Seller identifies a potential change to products, processes, materials, suppliers, or manufacturing locations that will benefit Buyer, Seller may notify Buyer in writing of such proposed change. Seller must provide detailed documentation of the proposed change, including the reason for the change, potential impact on product quality and performance, and any relevant test data or validation results. No proposed product change shall be permitted without a written modification to the purchase order in accordance with Section 8.1 above.
- 8.4 Any changes made without prior written approval will be considered non-compliant and may result in the rejection of the affected work. Seller will be responsible for all costs associated with non-compliance, including rework, replacement, and any potential delays.

9. TERMINATION

- 9.1 If Seller for any reason anticipates failure to meet the delivery date or any other requirements of the purchase order, Seller shall promptly notify Buyer in writing, and, upon request, provide Buyer adequate assurance of performance. If Seller fails to perform any obligation under the purchase order, fails to make progress so as to endanger timely performance, or becomes insolvent or becomes the subject of a bankruptcy petition, Buyer may, by written notice, terminate the purchase order or portion thereof for default without any liability or obligation to Seller for the portion terminated. Seller shall be liable to Buyer for any and all expenses, costs or damages, including procurement costs, requalification costs, and any other non-recurring costs, arising out of Seller's failure to perform. In the event that Buyer erroneously terminates the purchase order in whole or in part for default, such termination shall be treated by the parties as a termination for convenience subject to Section 9.2 of these terms and conditions.
- 9.2 Buyer may terminate all or any part of the purchase order for convenience at any time after notice to Seller. Upon receipt of notice of termination, Seller shall immediately stop work as directed in the notice, place no further subcontracts or orders in furtherance of the terminated work, and terminate all subcontracts related to the terminated work. Seller shall submit a final termination settlement proposal to Buyer within 60 days from the effective date of termination. The termination proposal shall be subject to review and audit by Buyer and negotiation of the parties.

10. LIMITATION OF LIABILITY



BUYER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOST OR ANTICIPATED PROFITS, LOST OR ANTICIPATED REVENUE, UNABSORBED INDIRECT COSTS OR OVERHEAD, OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF BUYER HAS NOTICE THAT THOSE KINDS OF DAMAGES MAY OCCUR. BUYER'S AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH THE PURCHASE ORDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT PAID BY BUYER UNDER THE PURCHASE ORDER IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE APPLICABLE CLAIM FIRST AROSE.

11. INSURANCE

- 11.1 Seller and its subcontractors shall maintain throughout the performance of the work the following insurances:
- (1) Workers' compensation insurance meeting the statutory requirements where work will be performed.
 - (2) Employer's liability (EL) in the amount of \$1 million per each accident or per each employee for disease.
 - (3) Commercial general liability (CGL) including Products Liability and Completed Operations liability in the amount of \$1 million per occurrence and \$2 million in the aggregate annually, or in such higher amounts as Buyer may require.
 - (4) Automobile liability (AL) insurance covering third party bodily injury and property damage with a minimum of \$1 million per occurrence limit, or in such higher amounts as Buyer may require; and
 - (5) Such other insurance as Buyer may require.
- 11.2 Seller shall provide Buyer with thirty (30) days' advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of Seller's required insurance. However, such notice shall not relieve Seller of its obligations to maintain the required insurance. If requested, Seller shall provide a "Certificate of Insurance" evidencing Seller's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of Buyer and is not contributory with any insurance which Buyer may carry. "Subcontractor" as used in this clause shall include Seller's subcontractors at any tier. Seller's obligations herein for procuring and maintaining insurance coverage are freestanding and are not affected by any other language in the purchase order.
- 11.3 In the event that Seller, its employees, agents, or subcontractors at any tier enter the site(s) of Buyer or its customer for any reason in connection with any purchase order or contract between Buyer and Seller, then Seller and its subcontractors shall procure and maintain worker's compensation (with a waiver of subrogation in favor of Buyer), automobile liability, comprehensive general liability (bodily injury and property damage) insurance in amounts reasonably acceptable to Buyer, and such other insurance as Buyer may reasonably require. With respect to any injury, including death, to employees of Seller or Seller's agents, subcontractors, or suppliers, Seller's

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obligation to indemnify and defend in accordance with the purchase order shall apply regardless of cause.

12. REMEDIES AND INDEMNIFICATION

- 12.1 Seller shall be liable for any costs, expenses, and damages incurred by Buyer related to or arising from Seller's acts or omissions in the performance of the purchase order. The rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity.
- 12.2 Seller shall defend, indemnify, and hold harmless Buyer, Buyer's affiliates, and its and their insurers, officers, directors, employees, consultants, agents, successors, and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, consultants, or subcontractors at any tier in the performance of the purchase order.

13. INTELLECTUAL PROPERTY

- 13.1 Intellectual property developed by Seller when performing work under the purchase order, or otherwise using any intellectual property or confidential information of Buyer or its affiliates or customers, is considered and referred to in these terms and conditions as "Foreground Intellectual Property." All other intellectual property shall be considered and referred to in these terms and conditions as "Background Intellectual Property."
- 13.2 Seller hereby grants Buyer a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid up, freely transferable and sublicensable license to (a) use, copy, modify, adapt, create derivative works of, make, have made, sell, offer to sell, reproduce, perform, display, distribute, and import Seller's Background Intellectual Property, and (b) disclose Seller's Background Intellectual Property to Buyer's customers, partners, affiliates, and contractors, in each case, in connection with the use, sale, test, qualification, adaptation, modification, servicing, or repair of work, including where such work is incorporated into a higher tier assembly. Seller will enter into agreements with its personnel or any other party as necessary to fully effect such license grant.
- 13.3 Nothing in these terms and conditions shall entitle a party to ownership rights in any Background Intellectual Property of the other party.
- 13.4 Buyer shall own all Foreground Intellectual Property along with any intellectual property rights thereto. As part of performance of the purchase order, Seller shall deliver all Foreground Intellectual Property to Buyer. Seller hereby irrevocably assigns and agrees to assign all right, title, and interest in Foreground Intellectual Property to Buyer. Seller agrees to take reasonably necessary actions to enable Buyer to secure and perfect all rights in Foreground Intellectual Property.
- 13.5 Seller will obtain from its personnel and subcontractors, for the benefit of Buyer and at Seller's sole expense, all intellectual property rights in Foreground Intellectual Property, including the execution of all patent applications, assignments, and other instruments necessary for Buyer to secure and vest title in Foreground Intellectual Property.



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- 13.6 All Foreground Intellectual Property that is considered “work made for hire” as defined in 17 U.S.C. § 101 shall be deemed a “work made for hire” under the purchase order, with all right, title, and interest in such Foreground Intellectual Property vesting with Buyer.
- 13.7 The terms of Section 13 of these terms and conditions shall supersede any use restrictions stated in any proprietary information agreement between the parties.
- 13.8 Seller warrants that the work performed or delivered under the purchase order will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country, or otherwise impose any limitation or condition on Buyer’s use, reproduction, modification, distribution, or conveyance of the work. Seller shall defend, indemnify, and hold harmless Buyer, Buyer’s affiliates, and its and their insurers, officers, directors, employees, consultants, agents, successors, and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney’s fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the work performed or delivered under the purchase order infringes or otherwise violates the intellectual property rights of any person or entity or imposes any limitation or condition on Buyer’s use, reproduction, modification, distribution, or conveyance of the work.

14. PROTECTION OF INFORMATION

- 14.1 Seller shall not reproduce or disclose any information, knowledge, or data of Buyer that Seller may receive from Buyer or have access to, without Buyer’s prior written consent. Seller agrees not to use any information, knowledge, or data of Buyer for any purpose except to perform the purchase order. Seller agrees to maintain data protection processes and systems sufficient to adequately protect Buyer’s information and comply with any law or regulation applicable to such information.
- 14.2 If Seller becomes aware of any unauthorized use or disclosure of Buyer’s information, Seller shall take appropriate immediate actions to investigate and contain the unauthorized use or disclosure and any associated risks. Seller shall notify Buyer within seventy-two (72) hours of discovery of unauthorized use or disclosure of Buyer’s information. Seller shall provide cooperation to Buyer and Buyer’s customer in conducting any investigation regarding unauthorized use or disclosure of Buyer’s information. Any costs incurred in investigating or remedying unauthorized use or disclosure of Buyer’s information shall be the responsibility of Seller. Seller’s obligations under Sections 14.1 and 14.2 of these terms and conditions are in addition to the obligations set forth in any applicable acquisition regulation clause governing information security.
- 14.3 Buyer’s information provided to Seller remains the property of Buyer. Within thirty (30) days of the completion of work under or termination of the purchase order, or upon request by Buyer, Seller shall return or certify destruction of all Buyer information, including all copies.
- 14.4 Seller shall not provide any proprietary information to Buyer without prior execution of a proprietary information agreement by the parties.
- 14.5 Seller shall not release any information concerning the purchase order or Seller’s business relationship with Buyer to any third party without Buyer’s prior written consent, except as required by applicable law, rule, injunction or administrative order. Seller shall not use Buyer’s

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name, photographs, logo, trademark, or other identifying characteristics without Buyer's prior written approval.

15. CYBERSECURITY

- 15.1 Seller shall maintain reasonable and appropriate physical, organizational, and technical safeguards, in accordance with industry standards, to protect its systems, facilities, networks, production operations and supply chain (collectively "Operations") from disruptions of its ability to provide the goods and services identified in the applicable purchase order to Buyer in accordance with the terms and timeframes set forth therein.
- 15.2 Without limitation to the breadth of the foregoing, such safeguards shall include the following:
- (1) Seller shall maintain sufficient backup, business continuity and disaster recovery capabilities to ensure that the applicable goods and services can be delivered timely despite the loss of function of any Operations, including through the deployment of ransomware in Seller's environment.
 - (2) Seller shall require multiple factors of authentication for access to any of its systems or networks from an untrusted network.
 - (3) Seller shall maintain industry standard firewalls.
 - (4) Seller shall maintain industry standard endpoint protection software on all systems that are critical to the provision of the applicable goods and services.
 - (5) Seller shall maintain industry standard network security monitoring capabilities, such as a closely monitored security information and event management tool that ingests appropriate security-related logs.
 - (6) Seller shall maintain access control mechanisms to limit the rights users have in their systems and networks to the minimum rights those users require to perform their jobs. System or domain administrator accounts shall only be used for administrative tasks.
 - (7) Seller shall maintain reasonable and appropriate physical security safeguards at each of its facilities to prevent unauthorized personnel from entering and to prevent guests from accessing Operations without supervision.
- 15.3 Buyer may conduct audits and assessments of Seller's Operations in order to evaluate and mitigate Seller's compliance with the terms of this Section 15 and threats to Seller's Operations. Seller shall make any policies, documentation, personnel, systems, and facilities available for Buyer to assess, as reasonably requested by Buyer. Following any such audit or assessment, Seller shall cooperate with Buyer and shall promptly mitigate any non-compliance or risks identified.

16. COMPLIANCE WITH LAWS

- 16.1 Seller represents and warrants that it shall perform all work required by the purchase order in compliance with applicable international, national, state, and local laws, orders, rules, regulations, and



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ordinances (including, where applicable, California Civil Code 1714.43, 41 C.F.R. Part 60-1.4(a), 41 C.F.R. Part 60-250.5(a), Part 60-300.5(a), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 CFR 60 741.5(a), and 41 CFR 60-300.5(a)). Seller shall procure all licenses and permits and pay all fees and other required charges.

- 16.2 Seller represents and warrants that none of its officers, directors, employees, agents, contractors, lower-tier subcontractors, or other related entities will provide to Buyer any information, which the disclosure or receipt of would violate the Procurement Integrity Act, 41 U.S.C. § 423, as currently amended. This includes third party bid or proposal information and source selection information, as defined by the Procurement Integrity Act and the FAR.
- 16.3 Subject to the Provisions of the Arms Export Control Act, Seller represents that in accordance with 22 C.F.R. 130, neither Seller nor its subcontractors at any tier have paid, offered or agreed to pay, or will pay or offer or agree to pay, in respect to the work, political contributions, fees, or commissions in amounts as specified in 22 C.F.R. 130.9.

17. CHEMICAL SUBSTANCES

- 17.1 Seller represents that each chemical substance constituting or contained in work sold or otherwise transferred to Buyer hereunder is, as applicable, on the Toxic Substances Control Act (TSCA) Chemical Substances inventory compiled by the United States the Environmental Protection Agency pursuant to TSCA (15 U.S.C. Sec. 2607(b)) as amended and implemented in 40 CFR Part 710; and is designated as "active" pursuant to the TSCA Inventory Notification Rule (codified by amendments to 40 CFR Part 710 effective August 11, 2017). Seller shall make available to Buyer all Safety Data Sheets for any material provided to Buyer, or brought or delivered to Buyer or its customer's premises in the performance of the purchase order, as required by applicable law such as the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder.
- 17.2 Work delivered by Seller under the purchase order may be incorporated into deliverable goods for use in the European Economic Area (EEA) and subject to the European Union Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH); the Classification, Labeling and Packaging Regulation (EC) No. 1272/2008 (CLP); and the Biocidal Products Regulation (EU) 528/2012 (BPR).
- 17.3 Seller represents and warrants that the work and any substances contained therein are not prohibited or restricted by, and are supplied in compliance with REACH, CLP, and BPR, and that no current requirement in REACH, CLP, or BPR prevents the sale or transport of Seller's work or substances in Seller's work in the EEA, and that all such work and substances have been pre-registered, registered, reported, approved, and/or authorized as and to the extent required by REACH, CLP, and BPR.
- 17.4 Seller shall timely respond to any request from Buyer with all relevant information on the work so that the intents of REACH, CLP, and BPR are met for communicating with downstream users (e.g., as defined in article 3(13) of REACH [any person established in the EEA using substances in the course of that person's industrial or professional activities; the definition does not include the manufacturer, importer, distributor, or consumer]), and in any case, Seller shall provide all information necessary for Buyer and/or any downstream user to timely and accurately fulfill their obligations under REACH, CLP, and BPR.



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- 17.5 Seller shall bear all costs, charges and expenses related to pre-registration, registration, evaluation, authorization, reporting, and approval under REACH, CLP, and BPR.
- 17.6 Except as specifically disclosed in writing to Buyer's designated representative, no chemical substance constituting or contained in work sold or otherwise transferred to Buyer (a) is subject to any rule or order under Section 4, Section 5(b), (e) or (f), or Section 6 of TSCA, or significant new use rule under Section 5(a) of TSCA or other action under Section 7 of TSCA; (b) is or contains per- or polyfluoroalkyl substances (PFAS) as defined under applicable law; or (c) are listed by the State of California under the Safe Drinking Water and Toxic Enforcement Act of 1986 (Prop 65).

18. INTERNATIONAL TRADE COMPLIANCE

- 18.1 Seller shall comply with all applicable U.S. and non-U.S. export control laws and economic sanctions laws and regulations, specifically including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598 (collectively, "Trade Control Laws").
- 18.2 Seller shall notify Buyer if any deliverable under the purchase order is restricted by applicable Trade Control Laws. Before providing Buyer any item, service, or data (collectively, "Items") controlled under any of the Trade Control Laws, Seller shall provide in writing to Buyer the export classification of any such Item (i.e. the export classification under the EAR, ITAR, EU List of Dual Use Items and Technology, Wassenaar Arrangement's List of Dual-Use Goods and Technologies, or other applicable export control list) and shall notify Buyer in writing of any changes to the export classification of the Item. Seller represents that an official authorized to bind Seller has determined that Seller or the designer, manufacturer, supplier, or other source of the Item has properly determined its export classification.
- 18.3 Seller shall not export, re-export, transfer, disclose, or otherwise provide or make accessible Buyer's technical data and/or hardware controlled by Trade Control Laws (collectively, "Buyer Items") to any persons or entities not authorized to receive or have access to the Buyer Items, including third country/dual national employees, lower-tier subcontractors, and sub-licensees, or modify or divert such Buyer Items to any military application unless Seller receives advance, written authorization from Buyer and verification that any required export authorization is in place. Seller shall not provide a defense service as defined by the Trade Control Laws using any Buyer Items. Upon Buyer's request, Seller shall demonstrate to Buyer's, and Buyer's customer's, reasonable satisfaction, Seller's and Seller's lower-tier subcontractors' compliance with this clause and all applicable Trade Control Laws. To the extent Seller's work provided under the purchase order includes packing, labeling, processing, and/or handling exports for Buyer, Seller shall maintain an auditable process that assures accurate packing, labeling, processing, and handling of such exports. Seller shall also promptly notify Buyer if it becomes aware of any failure by Seller or Seller's lower-tier subcontractors to comply with this clause and shall cooperate with Buyer in any investigation of such failure to comply.
- 18.4 Seller hereby represents that (i) neither Seller nor any parent, subsidiary, or affiliate of Seller is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by



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the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "Restricted Party Lists"); (ii) neither Seller nor any parent, subsidiary, or affiliate of Seller is located in, organized under the laws of, or ordinarily resident in a country or territory that is itself subject to sanctions (currently, Cuba, Iran, North Korea, Syria, Crimea, so-called Donetsk People's Republic and so-called Luhansk People's Republic ("Restricted Countries")); and (iii) no products, commodities, materials, or other supplies incorporated in or necessary to the functionality or production of any Item supplied under the purchase order (including in any component that Seller obtains from a third party) are sourced from, manufactured in, or otherwise obtained directly or indirectly, in whole or in part, from or through any individual or entity identified on a Restricted Party List or Restricted Countries. Seller shall immediately notify Buyer if Seller, or any parent, subsidiary, or affiliate of Seller becomes listed on any Restricted Party List or if Seller's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. or non-U.S. government entity or agency.

- 18.5 If Seller is engaged in the business of exporting manufacturing (whether exporting or not) or brokering defense articles or furnishing defense services, Seller represents that it is and will continue to be registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.
- 18.6 Where Seller is a party to or signatory under a Technical Assistance Agreement (TAA) or Manufacturing License Agreement (MLA) of Buyer or Buyer's customer, license exception, or license exemption (collectively, "Export Authorization"), Seller shall provide prompt notification to Buyer in the event of (i) changed circumstances including ineligibility, a violation or potential violation of the ITAR or other applicable governmental restrictions, and the initiation or existence of a U.S. Government investigation, that could affect Seller's performance under the purchase order, or (ii) any change by Seller that might require Buyer or Buyer's customer to submit an amendment to an existing Export Authorization or request a new or replacement Export Authorization. Seller shall provide to Buyer all information and documentation as may reasonably be required for Buyer to prepare and submit any required export license applications. Delays on Seller's part to submit the relevant information for export licenses shall not constitute an excusable delay under the purchase order.
- 18.7 Upon completion of performance of the purchase order, Seller and its lower-tier subcontractors shall, as directed by Buyer, return or destroy all Export Controlled Information. Seller shall provide a certificate of destruction for all destroyed items.
- 18.8 Seller shall include Section 18 of these terms and conditions or equivalent provisions in lower-tier subcontracts for the delivery of items that will be included in or delivered as work to Buyer. Seller shall immediately notify Buyer upon learning that any lower-tier subcontractor with which it engages has become listed on the Restricted Parties List.
- 18.9 Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under Section 18 of these terms and conditions.

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19. CODE OF CONDUCT

Seller shall adopt and comply with a code of conduct or policy statement regarding business conduct, ethics, and compliance. Seller shall have management systems, tools and processes to ensure: (i) compliance with applicable laws and contract requirements; (ii) promote awareness and commitment to ethical business practices; (iii) facilitate the timely discovery, investigation, disclosure, and corrective actions to address violations of law, contract requirements, or Seller's code of conduct; and (iv) provide training to its employees on compliance requirements and methods for employees to report ethics and compliance concerns.

20. ASSIGNMENT AND CHANGE IN CONTROL

Any assignment of Seller's rights or delegation of Seller's duties under the purchase order shall be void unless Buyer provides prior written consent. Prior to a potential change of control of Seller, Seller will promptly notify Buyer in writing thereof. If the change in control occurs, Buyer has the right at its discretion to terminate the purchase order.

21. INDEPENDENT CONTRACTOR RELATIONSHIP

Seller's relationship to Buyer shall be that of an independent contractor. The purchase order does not create an agency, partnership, or joint venture relationship between Buyer and Seller or either party's personnel. Seller's personnel performing services under the purchase order shall remain employees of Seller and shall not be entitled to any rights, benefits, or privileges of Buyer employees.

22. PLACE OF PERFORMANCE

If Seller intends to change the place of performance of work under the purchase order from the place identified in Seller's proposal, Seller shall provide prior written notice to Buyer. Notification of changes to the place of performance from within the United States to a location outside the United States shall be provided by Seller to Buyer at least six months in advance.

23. WORK AT BUYER'S OR ITS CUSTOMER'S FACILITY

Seller shall ensure that Seller personnel performing work at Buyer's facility or, if applicable, facilities of Buyer's customer(s), comply with Buyer's or its applicable customer's workplace policies, including facility access policies. Seller personnel shall comply with all of Buyer's or its applicable customer's safety and security procedures and take all necessary precautions to prevent the occurrence of any injury to person or property while at such facility. Seller shall ensure that Seller personnel performing work at such facility do not bring weapons of any kind to the facility, and do not manufacture, sell, distribute, possess, use, or be under the influence of controlled substances or alcohol while at such facility. Seller personnel shall not use such facility to engage in promotional activities at such facility or conduct work other than work for Buyer. Seller personnel: (i) will not remove Buyer's or its customer's assets from Buyer's or its customer's premises without Buyer's written authorization; (ii) will use Buyer's and its customer's assets only as authorized in writing by Buyer; (iii) will only connect with, interact with, or use Buyer's or its customer's computer networks and equipment, communications resources, programs, tools, or routines as Buyer agrees, all at Seller's risk and expense, and then only in compliance with applicable Buyer's or its customer's policies; and (iv) will not share or disclose user

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identifiers, passwords, cipher keys, or computer dial port telephone numbers. Buyer may monitor any communications made over or data stored in Buyer's or its customer's computer networks and equipment or communications resources.

24. COMMUNICATIONS WITH BUYER'S CUSTOMERS AND THE GOVERNMENT

As between Buyer and Seller, Buyer shall be solely responsible for all liaison and coordination with Buyer's customer(s), any higher tier contractor(s), or the U. S. Government, as it affects any applicable prime contract, any purchase order, and any related contract. Except as required by law, Seller shall not communicate with Buyer's customer(s), any higher tier contractor(s), or the U. S. Government, with respect to the applicable prime contract, any purchase order(s), and/or any related contract without prior written approval from Buyer. Seller shall promptly notify Buyer of any communications initiated by Buyer's customer(s), any higher tier contractor(s), or the U. S. Government, that affects the applicable prime contract, any purchase order(s), and/or any related contract.

25. GOVERNING LAW; VENUE

The purchase order and all disputes between the parties shall be governed by the laws of the State of Connecticut, without regard to its conflict of laws and rules. The application of the United Nations Convention on the International Sale of Goods will not apply. Any legal suit, action, or proceeding related to or arising from the purchase order shall be instituted exclusively in the federal or the state courts of the State of Connecticut, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on lack of personal jurisdiction, improper venue, or forum non conveniens.

26. SURVIVAL

All rights, duties and obligations which by nature should apply beyond the term of the purchase order will remain in force after the complete performance of the purchase order.

27. NO WAIVER

Any failure or delay in the exercise of rights or remedies under the purchase order will not operate to waive or impair such rights or remedies. Any waiver given will not be construed to provide or require future waivers.

28. INTERPRETATION

- 28.1 The captions and headings used in these terms and conditions have been inserted for the convenience of the parties and shall not define, limit, or enlarge the scope of meaning of the purchase order or any provision thereof. These terms and conditions shall be construed as if drafted jointly by the parties. No provision in these terms and conditions shall be interpreted for or against any party because that party drafted the provision. If there are inconsistencies or conflicts in the provisions applicable to the purchase order, precedence shall be given in the following order: (i) the face sheet of the purchase order, including price, specifications, drawings, quality

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requirements, or work statements; (ii) modifications to these terms and conditions that specifically reference the section being modified; and (iii) these terms and conditions.

- 28.2 For purposes of the purchase order (including these terms and conditions): (a) the words “include,” “includes,” and “including” will be deemed to be followed by the words “without limitation”; and (b) the word “or” is not exclusive.

29. SEVERABILITY

If any term or provision of the purchase order (including these terms and conditions) is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the purchase order or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify the purchase order to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

30. ENVIRONMENTAL, HEALTH, AND SAFETY

30.1 Compliance with Environmental Regulations

Seller shall comply with all applicable environmental laws, regulations, and standards, including requirements relating to waste management, emissions, chemical handling, and hazardous material disposal.

30.2 Environmental Management System (EMS) Alignment

Seller agrees to align its operations with the environmental objectives and requirements of Buyer’s Environmental Management System (EMS) as outlined in ISO 14001 or equivalent. This includes providing information to Buyer on the environmental impact of its processes and cooperating in initiatives aimed at reducing environmental risks.

30.3 Control of Environmental Impacts

Seller shall identify, control, and minimize environmental impacts associated with the goods or services provided to Buyer. Documentation of efforts to mitigate such impacts may be requested by Buyer as part of routine monitoring activities. Seller shall promptly respond to such requests.

30.4 Audits and Inspections

Buyer reserves the right to audit Seller’s facilities, processes, and records to verify compliance with applicable environmental requirements. Seller agrees to provide to Buyer and its agents reasonable access to Seller’s facilities, processes, and records and to reasonably cooperate with such audits. Seller agrees to include, and to require its subcontractors to include, the substance of this Section 30.4, including this sentence, in each of its lower tier subcontracts for the delivery of items that will be included in or furnished as work to Buyer.

30.5 Reporting and Communication



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Seller shall promptly report to Buyer any incidents, non-conformities, or changes in operations that could adversely affect Buyer's ability to meet its environmental objectives or compliance obligations. Additionally, Seller shall provide periodic reports to Buyer detailing its environmental performance upon request.

30.6 Non-Conformance and Corrective Actions

If Seller's activities fail to meet the environmental standards set forth by Buyer or applicable regulations, Seller shall take immediate corrective action as directed by Buyer. Failure to do so may result in the termination of the purchase order.

30.7 Seller is encouraged to implement and maintain its own Environmental Management System certified to ISO 14001 or equivalent. Evidence of such certification may be required as a condition of continued business.

30.8 Compliance with OH&S Regulations

Seller shall comply with all applicable occupational health and safety laws, regulations, and standards, and ensure that their activities do not compromise the health and safety of individuals or Buyer's compliance with ISO 45001.

30.9 Alignment with the Organization's OHSMS

Seller shall operate in a manner consistent with the health and safety objectives of Buyer's Occupational Health and Safety Management System (OHSMS). This includes taking appropriate measures to identify and mitigate risks associated with their goods, services, or activities.

30.10 Identification and Management of Hazards

Seller shall identify, assess, and control hazards related to the goods or services provided to Buyer. Seller must communicate potential risks and the measures taken to mitigate them prior to commencing work.

30.11 Safe Work Practices

Seller shall establish and enforce safe work practices and procedures to protect the health and safety of their employees, subcontractors, and Buyer's personnel. This includes providing appropriate training, equipment, and documentation.

30.12 Incident Reporting

Seller shall immediately report any occupational health and safety incidents, near misses, or unsafe conditions that occur during the execution of work for Buyer. Reports shall include a description of the incident, root cause analysis, and corrective actions taken.

30.13 Performance Metrics

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If requested by Buyer, Seller shall provide periodic updates on their health and safety performance, including accident rates, training completion, and corrective action implementation.

30.14 Seller shall ensure that any subcontractors used in the provision of goods or services comply with the same environmental, occupational health, and safety requirements set forth in the purchase order (including these terms and conditions). Seller remains fully responsible for the safety performance of subcontractors.

30.15 OH&S Audits

Buyer reserves the right to audit Seller's health and safety practices and facilities to verify compliance with the purchase order (including these terms and conditions) and ISO 45001 requirements. Seller shall provide reasonable access and supporting documentation for such audits.

30.16 Emergency Planning and Response

Seller shall establish and communicate procedures for responding to emergencies, including accidents, spills, and evacuations, that may occur during the execution of work or provision of services.

30.17 Seller shall actively involve their employees in health and safety initiatives, including hazard identification, risk assessment, and improvement activities. Evidence of such participation may be requested.

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ATTACHMENT A

GREENSOURCE FABRICATION LLC

FEDERAL ACQUISITION REGULATION (FAR) AND DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) FLOWDOWN PROVISIONS

A. INCORPORATION OF FAR AND DFARS CLAUSES

Applicability: For subcontracts/purchase orders in support of U.S. Government contracts, the FAR and DFARS clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to the subcontract. Full text of FAR clauses is available at <https://www.acquisition.gov/browse/index/far>. Full text of DFARS clauses is available at <https://www.acquisition.gov/dfars>. When a clause uses a word or term that is defined in the FAR or DFARS, the word or term shall have the same meaning as in the definition in FAR 2.101 or DFARS 202.101 in effect on the date of the subcontract unless (i) a different definition is expressly set forth in the subcontract or purchase order; (ii) the part, subpart, or section of the FAR, DFARS or supplement where the clause is prescribed provides a different meaning; or (iii) the word or term is defined in FAR Part 31, for use in the cost principles and procedures. If the date or substance of any of the clauses listed below is different than the date or substance of the clause actually incorporated in the applicable Prime Contract, the date or substance of the clause incorporated by said contract shall apply instead.

If applicable, class deviations found at https://www.acq.osd.mil/dpap/dars/class_deviations.html shall take precedence over the relevant flowdown. If corresponding FAR and DFARS clauses are referenced, the DFARS has first precedence, followed by the FAR.

If any of the following clauses do not apply to this subcontract, as defined in the respective FAR or DFARS provision, such clauses are considered to be self-deleting.

Meaning of Terms: In interpreting and applying FAR and DFARS clauses, and as context requires, the terms "Contractor" and "Offeror" shall mean Seller, the term "Contract" shall mean this subcontract, and the term "Government," "Contracting Officer" and equivalent phrases shall mean Buyer. However, the words "Government" and "Contracting Officer" do not change when 1) a right, act, authorization or obligation can be granted or performed only by the Government, Prime Contract Contracting Officer, or duly authorized representative and/or when 2) title to property is to be transferred directly to the Government.

"Prime Contract" refers to the contract between the highest-tier contractor and the U.S. Government.

"Prime Contractor" refers to Buyer's customer, which is a party to the Prime Contract.

Contract Disputes Act: The Contracts Disputes Act shall have no application to the subcontract, and nothing in the subcontract grants Seller a direct claim or cause of action against the U.S. Government.

Requirement to Flow Down to Lower-Tier Subcontractors: Seller shall incorporate, and require that each lower-tier contractor supporting the subcontract incorporate, all applicable regulations in accordance with the flowdown requirements specified in such clauses.

Amendments Required by Prime Contract: Purchase orders may incorporate additional clauses and provisions, as Buyer may reasonably deem necessary in order to comply with the clauses and provisions of the Prime Contract or amendments to same.

Preservation of the Government's Rights: If Buyer furnishes designs, drawings, special tooling, equipment, engineering data or other technical or proprietary information (Furnished Items) to which the U.S. Government owns

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or has the right to authorize the use of, nothing herein shall be construed to mean that Buyer, acting on its own behalf, may modify or limit any rights the Government may have to authorize Seller's use of such Furnished Items in support of other U.S. Government prime contracts.

B. FAR CLAUSES

- 52.202-1 DEFINITIONS (JUN 2020)
- 52.203-3 GRATUITIES (APR 1984)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
- 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020) (applies if order exceeds \$150,000; para. (c)(1) does not apply)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2024)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021) (applies if order exceeds \$6M and performance period exceeds 120 days)
- 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020) (applies if the subcontract exceeds \$250,000 and the subcontractor will perform acquisition functions closely associated with inherently governmental functions)
- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020) (applies if order exceeds \$250,000)
- 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
- 52.204-2 SECURITY REQUIREMENTS (MAR 2021) (applies only if the subcontract will require access to classified information)
- 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
- 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
- 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)
- 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)
- 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
- 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) (except para. (b)(2))
- 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION (OCT 2020)
- 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
- 52.209-6 PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (NOV 2021) (applies if order exceeds \$35,000, except commercially available off-the-shelf items)



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- 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
- 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)
- 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) (applies if the order includes a DPAS rating)
- 52.215-14 INTEGRITY OF UNIT PRICES (NOV 2021) (applies if order exceeds \$250,000; para. (b) does not apply)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (SEPT 2023) (applies if the subcontract will offer further subcontracting opportunities)
- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2022) (applies if order exceeds \$750,000 and will offer further subcontracting opportunities, unless the subcontractor is a small business concern)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-3 CONVICT LABOR (JUN 2003)
- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS – OVERTIME COMPENSATION (MAY 2018) (applies if order may require or involve the employment of laborers and mechanics)
- 52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) [NOTE: Pursuant to E.O. 14173 and DoD Class Deviation 2025-O0003, this clause is not currently being enforced by the U.S. Government.]
- 52.222-26 EQUAL OPPORTUNITY (SEPT 2016) [NOTE: Pursuant to E.O. 14173 and DoD Class Deviation 2025-O0003, this clause is not currently being enforced by the U.S. Government.]
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (applies if order equals or exceeds \$150,000)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 2020) (applies if order exceeds \$15,000)
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (applies if order equals or exceeds \$150,000)
- 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016) (applies if order equals or exceeds \$150,000)
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (applies if order exceeds \$10,000)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021) (para. (h) is only required if any portion of the subcontract (i) is for supplies, other than commercial-off-the-shelf items, acquired outside the United States, or services to be performed outside the United States, and (ii) has an estimated value that exceeds \$500,000)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (applies if order is for services (except commercial services that are part of the purchase of a COTS item, performed by the COTS provider, and are normally provided for that COTS item) or construction; exceeds \$3,500; and includes work performed in the United States)
- 52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022) (applies only to subcontracts that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements statute)
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)
- 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- 52.225-1 BUY AMERICAN—SUPPLIES (NOV 2021)

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- 52.225-5 TRADE AGREEMENTS (DEC 2022)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
(formerly FAR 52.223-18) (applies if order exceeds \$10,000)
- 52.227-1 AUTHORIZATION AND CONSENT JUN 2020(applies if order exceeds \$250,000)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) (applies if order exceeds \$250,000)
- 52.227-14 RIGHTS IN DATA – GENERAL (MAY 2014)
- 52.227-22 MAJOR SYSTEM – MINIMUM RIGHTS (JUN 1987)
- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996) (“30 days” means “10 days” in paragraph (b)(2). In paragraph (f) add after “33.104(h) (1)” “and recovers those costs from Buyer.” For the purposes of this clause, the first reference to “Government” shall mean the U.S. Government)
- 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III, DEFENSE PRODUCTION ACT (SEPT 2016)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.242-15 STOP-WORK ORDER (AUG 1989)52.244-5 COMPETITION IN SUBCONTRACTING (AUG 2024)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2023)
- 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006) (the clause’s shipment annotation instructions apply when the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the contractor will be reimbursed these transportation costs as direct allowable costs)
- 52.246-2 INSPECTION OF SUPPLIES—FIXED-PRICE (AUG 1996)
- 52.246-23 LIMITATION OF LIABILITY (FEB 1997)
- 52.246-26 REPORTING NONCONFORMING ITEMS (AUG 2024) (applies if the subcontract is for (i) items subject to higher-level quality standards in accordance with the clause at FAR 52.246-11, Higher-Level Contract Quality Requirement; (ii) items that the prime contractor has determined to be critical items for which use of the clause is appropriate; (iii) electronic parts or end items, components, parts, or materials containing electronic parts if the subcontract exceeds \$250,000 on the date of subcontract award, and the contract is by, or for, DoD; or (iv) for the acquisition of services, if the subcontractor will furnish, as part of the service, any items that meet the criteria specified above. The clause does not apply if the subcontract is for commercial products or commercial services)
- 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (NOV 2021)
- 52.248-1 VALUE ENGINEERING (JUN 2020) (applies if the order equals or exceeds \$250,000)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

C. DFARS CLAUSES

- 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)



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- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLE BLOWER RIGHTS (DEC 2022)
- 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019)
- 252.203-7004 DISPLAY OF HOTLINE POSTERS (AUG 2019) (applies if order exceeds \$6M)
- 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)
- 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)
- 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (JAN 2023)
[**NOTE:** Certain subcontracts may be subject to Deviation 19-009C to this clause, which imposes certain different reporting instructions/requirements and deadlines. In the event a reportable cyber incident occurs, contact GSF immediately to determine whether Deviation 19-009C governs.]
- 252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (JAN 2023)
- 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (DEC 2019)
- 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)
- 252.204-7020 NIST SP 800-171 DoD ASSESSMENT REQUIREMENTS (JAN 2023)
- 252.204-7021 CYBERSECURITY MATURITY MODEL CERTIFICATION REQUIREMENTS (JAN 2023)
- 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (JUN 2023)
- 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991)
- 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019)
- 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)
- 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023) (applies if the subcontractor is providing any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of the clause)
- 252.215-7010 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (JUL 2019) (applies if order exceeds simplified acquisition threshold. Subcontractor must comply with paras. (c) and (d) if the subcontract exceeds \$2M; subcontractor must comply with para. (d) in all cases)
- 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (DEC 2019) (applies if order exceeds \$750,000 and small business subcontracting plan is incorporated into order)
- 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)
- 252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (JAN 2023)
- 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023)
- 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (JAN 2023)
- 252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD (JULY 2024)
- 252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018)



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- 252.225-7009 RESTRICTION OF ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (DEC 2019)
- 252.225-7021 TRADE AGREEMENTS-BASIC (JAN 2023) (applicable in lieu of FAR 52.225-5)
- 252.225-7036 BUY AMERICAN—FREE TRADE AGREEMENTS—BALANCE OF PAYMENTS PROGRAM (FEB 2024)
- 252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)
- 252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (JAN 2023)
- 252.225-7055 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022)
- 252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)
- 252.225-7057 PREAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE’S REPUBLIC OF CHINA (AUG 2022)
- 252.225-7058 POSTAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE’S REPUBLIC OF CHINA (JAN 2023) (applies if order exceeds \$5M; does not apply to orders for commercial products or commercial services)
- 252.225-7059 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION – CERTIFICATION (JUN 2023)
- 252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (JUN 2023)
- 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS(JAN 2023) (applies if order exceeds \$500,000; in para. (f)(1), “Contractor” shall mean the Prime Contractor)
- 252.226-7003 DRUG-FREE WORK FORCE (AUG 2024) (formerly 252.223-7004)
- 252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (MAR 2023) (applicable in lieu of FAR 52.227-14)
- 252.227-7015 TECHNICAL DATA -- COMMERCIAL ITEMS (FEB 2014) (applies if technical data related to commercial products or commercial services developed in any part at private expense will be obtained from the subcontractor or supplier for delivery to the Government under this subcontract)
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2023)
- 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2025)
- 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)
- 252.227-7038 PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012) (includes Alt II (DEC 2007))
- 252.228-7001 GROUND AND FLIGHT RISK (MAR 2023) (para. (f) does not apply in subcontracts for commercial products or commercial services)
- 252.228-7005 MISHAP REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (MAR 2023)
- 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2021)
- 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)
- 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (JAN 2023) (applies, excluding the introductory text and including only paragraphs (a) through (e), in

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subcontracts, including subcontracts for commercial products, for electronic parts or assemblies containing electronic parts)

- 252.246-7008 SOURCES OF ELECTRONIC PARTS (JAN 2023) (applies if the subcontract is for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA-BASIC (JAN 2023) (applicable in lieu of FAR 52.247-64 in all contracts for ocean transportation of supplies. In the first sentence of para. (g), insert a period after "Contractor" and delete the balance of the sentence. Paras. (f), (g), and (h) shall not apply if the subcontract is at or below \$250,000)
- 252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)
- 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (JUN 2020)

D. REPRESENTATIONS AND CERTIFICATIONS

Seller acknowledges that Buyer will rely upon Seller's certifications and representations, including representations as to business size and socio-economic status as applicable, contained in this clause and in any written offer, proposal or quote, or company profile submission, which results in award of a contract to Seller. By entering into such contract, Seller makes the certifications and representations set forth below. Seller shall immediately notify Buyer of any change of status regarding any certification or representation.

1. FAR 52.203-2 Certificate of Independent Price Determination (APR 1985)

(a) The offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above;
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts the threshold specified in FAR 3.808 on the date of subcontract award)

(a) Definitions. As used in this provision--

“Lobbying contact” has the meaning provided at 2 U.S.C. 1602(8).

The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. Seller hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, Seller shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Seller need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

3. FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representation (NOV 2015)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209–10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108–2(b) applies, or the requirement is waived in accordance with the procedures at 9.108–4.

(c) Representation. The Offeror represents that—

(1) It ☐ is, ☐ is not an inverted domestic corporation; and

(2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

4. FAR 52.209-5 Certification Regarding Responsibility Matters (AUG 2020)

Seller certifies, to the best of its knowledge and belief, that Seller and/or any of its Principals:

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- 1) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
- 2) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- 3) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2) of this provision; and
- 4) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - i. Seller has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

5. FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

(a)(1) Seller certifies, to the best of its knowledge and belief, that--

(i) Seller and/or any of its Principals--

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment; and similar positions).

(b) Seller shall provide immediate written notice to Buyer if, at any time, Seller learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

6. FAR 52.209-7 Information Regarding Responsibility Matters (OCT 2018)

If Seller has current active Federal contracts and grants with a total value greater than \$10,000,000, Seller represents, by submission of this offer, that the information it has entered in the FAPIIS is current, accurate, and complete as of the date of the submission of the offer with regard to the following:

- 1) Whether Seller and/or any of its principals has, with in the last five years, been subject of a proceeding at the Federal or State level that resulted in a criminal conviction, a civil proceeding with a finding of fault and liability that results in the payment of \$5,000 or more, or an administrative proceeding with a finding of fault and liability that results in a fine of \$5,000 or more or restitution or damages in excess of \$100,000.
- 2) Seller shall post the information of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov>.

7. 52.209-13 Violation of Arms Control Treaties or Agreements—Certification (NOV 2021)

This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

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By submitting its offer and/or accepting this subcontract/purchase order, Seller certifies that:

- 1) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and
- 2) No entity owned or controlled by Seller has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). If Seller instead is providing separate information with its offer, these terms must be amended based on such submission and acceptance thereof.

8. FAR 52.222-22 Previous Contracts and Compliance Reports [NOTE: Pursuant to E.O. 14173 and DoD Class Deviation 2025-00003, this clause is not currently being enforced by the U.S. Government.]

9. FAR 52.222-25 Affirmative Action Compliance [NOTE: Pursuant to E.O. 14173 and DoD Class Deviation 2025-00003, this clause is not currently being enforced by the U.S. Government.]

10. 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan--Certification (AUG 2009)

(a) Definitions. As used in this provision—

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109–344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110–174).

Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

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- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.