

Plasan North America Supplemental Terms & Conditions for Project 0223001

PART 1

Applies to all orders under Project 0223001.

Rated Order Contract. This Order may contain rated order quantities certified for national defense use, Seller will follow all provisions of the Defense Priorities and Allocation System (DPAS) regulation (15 CFR 700) as it pertains to the rated quantities. Rated quantities will be specifically identified either in a Prime Purchase Order, Quantitative Order, Requirements Contract or Purchase Order as applicable. Seller is required to comply with acceptance/rejection guidelines and requirements set forth in 15 CFR §700.13(d). Specifically, Seller must (a) accept a DX rated Prime Purchase Order, Quantitative Order, Requirements Contract or Purchase Order within ten (10) business days after receipt of this Order or (b) accept a DO rated Prime Purchase Order, Quantitative Order, Requirements Contract or Purchase Order within fifteen (15) business days after receipt of this Order, in each case, in the manner prescribed therein (if any). Seller's failure to specifically accept a DX rated or DO rated Prime Purchase Order, Quantitative Order, Requirements Contract or Purchase Order shall not relieve Seller of its obligations under this Order.

Government Prime Contracts. If this Order is placed under a Government Prime Contract, the pricing of any equitable adjustment hereunder, or of any other adjustment under this Order, shall be in accordance with the cost principles enunciated in Part 31 of the FAR in effect on the effective date of this Order.

If this Order is placed under a United States Government Prime Contract or subcontract, the indemnification set forth in Section 14 of the General Terms and Conditions shall extend to the United States Government only if and to the extent that the United States Government is or may be indemnified by Buyer.

Seller's Solvency. Seller represents and warrants to Buyer as of the effective date of this Order (which representations and warranties will be deemed repeated as of the date of Seller's acceptance of each Schedule Notice under this Order or at the time of each delivery under this Order) that (a) it is not insolvent and is paying all debts as they become due; (b) it is in compliance with all loan covenants and other obligations; (c) that all financial information provided by Seller to Buyer concerning Seller is true and accurate; (d) that such financial information fairly represents Seller's financial condition; and (e) that all financial statements of Seller have been prepared in accordance with generally accepted accounting principles, uniformly and consistently applied.

Operational Problems. Seller agrees that if Seller experiences any delivery or operational problems, (a) Seller will permit Buyer and its representatives to review Seller's books and records concerning compliance with this Order and Seller's overall financial condition and agrees to provide Buyer with full and complete access to all such books and records for such purpose upon Buyer's request and (b) Buyer may, but is not required to, designate a representative to be present in Seller's applicable facility to observe Seller's operations. Seller agrees that, if Buyer provides to Seller any accommodations (financial or otherwise) that are necessary for Seller to fulfill its obligations under this Order, Seller must reimburse Buyer for all costs, including attorneys' and other professionals' fees, incurred by Buyer in connection with such accommodation and will grant a right of access to Buyer to use Seller's premises, machinery, equipment and other property necessary for the production of Goods covered by this Order (and a lien to secure the access right) under an access and security agreement.

Termination for Insolvency. Buyer may terminate this Order in the event of the happening of any of the following or any other similar or comparable event and such termination shall not constitute a breach or default by Buyer:

- (A) insolvency of Seller;
- (B) the filing of a voluntary petition in bankruptcy by Seller;
- (C) the filing of any involuntary petition to have Seller declared bankrupt that is not vacated within thirty (30) days from the date of filing;
- (D) the appointment of a receiver or trustee for Seller, provided such appointment is not vacated within thirty (30) days from the date of such appointment;
- (E) the execution by Seller of an assignment for the benefit of creditors; or
- (F) Seller's inability to promptly provide Buyer with adequate and reasonable assurance of Seller's financial and operational capability to perform timely any of Seller's obligations under this Order.

Dispute Under a Government Prime Contract. If, by a final decision, the Contracting Officer of a U.S. Government Prime Contract interprets any provision or requirement of a U.S. Government Prime Contract (including exhibits,

appendices, and attachments thereto and documents referred to therein), and the same or substantially similar provision or requirement is contained in this Order (including exhibits, appendices, and attachments thereto and documents referred to therein), such interpretation shall be binding between Buyer and Seller at Buyer's option. Buyer shall afford Seller a reasonable opportunity to appeal such decision in Buyer's name; provided, however, that Buyer shall at all times be the sponsor of any appeal and may revoke its sponsorship at any time. Seller agrees to provide to Buyer any and all information requested by Buyer for the purpose of verifying, supporting, or providing any and all certifications required in any claim or appeal by the Contract Disputes Act of 1978, 41 U.S.C. Section 7101 et seq. or otherwise. Any such appeal shall be at the sole expense of Seller. (As used in this provision, the term "appeal" shall include any and all proceedings under this provision before any board of contract appeals or federal court.) Except as may be expressly set forth herein and with the Government's express consent, Seller shall not acquire any direct claim or direct cause of action against the Government. Despite Section 34.9 of these Terms and Conditions, the choice of law for any dispute directly against the Government shall be governed by FAR 52.233-4.

Flow Down of Clauses to Lower-Tier Subcontracts. Seller shall insert the FAR and DFARS clauses included in this Order (and any update or change thereto) in lower tier subcontracts to the extent required for each lower tier subcontract by the FAR or DFARS either verbatim, in substance, by incorporation-by-reference or otherwise as appropriate.

Meaning of Terms in Incorporated Clauses. Wherever used in a clause herein (and any change or update thereto), the terms "Contract" and "Contractor" shall mean this Order and Seller (including Seller as Bidder or Offeror), respectively. The terms "Government," "Contracting Officer," and equivalent phrases in the clauses herein (and any update or change thereto) shall mean Buyer, except where further clarified or modified, except that in clauses identified by * shall have their original meaning as written in the FAR or DFARS, and when identified by ** shall not only have their original meaning as written in the FAR or DFARS, but shall also mean "Buyer." "Subcontractor" shall mean "Seller's Subcontractor."

Certification of Compliance with Mandated Clauses. Seller, by accepting this Order, hereby certifies compliance with the mandated clauses set forth within FAR 52.212-3 (for Commercial Items) and/or FAR 52.204-8 (for Non-Commercial Items), including any Supplier Representations and Certifications documents requested by Buyer.

Non-Solicitation. Buyer will not solicit and Seller shall not provide, any gifts or gratuities (including but not limited to money, fees, commission, credits, gifts, things of value, or compensation), of any kind which is provided directly or indirectly to any employee of Buyer for the purpose of improperly obtaining or rewarding favorable treatment in connection with award of a purchase order or subcontract. Seller shall report in writing any solicitation or suspected solicitation of gifts or gratuities by Buyer's employees to Buyer's Authorized Representative.

No Advertising and Clearance Of Material Intended For Public Release. Without the prior written consent of Buyer, Seller will not make any disclosure, news release or public announcement in any manner (including, without limitation, in any advertisements, publications or promotional materials) regarding, or refer to, whether by denial or confirmation of same, any of the following: (i) Buyer, (ii) this Order, (iii) any part of the subject matter of this Order, or (iv) the fact that Seller has contracted to furnish Buyer the Goods covered by this Order. Seller will not use any trademarks or trade names of Buyer in Seller's advertising, publications or promotional materials without first obtaining the written consent of Buyer.

Certificates. Seller shall furnish to Buyer any certificate required to be furnished by any provision of this Order, including any clauses incorporated by reference herein, and any certificate required by any future law, ordinance, or regulation with respect to Seller's compliance with the terms and provisions of such laws, ordinances, or regulations. As used in this Article, the word "certificate" shall include any plan or course of action or recordkeeping function.

U.S. Government Clauses

The following clauses are included within the relevant prime contract and are flowed down to suppliers, applicable as indicated.

COST AND SOFTWARE DATA REPORTING (CSDR)

The Government CSDR requirements will be invoked in any subcontract when the subcontract value is expected to exceed \$50 million using the maximum allowable contract quantities, hours, or options (as applicable), as required by Department of Defense (DoD) 5000.04-M-1 - CSDR Manual. Such subcontracts require the supplier to electronically deliver CSDR deliverables directly to the Defense Cost and Resource Center (DCARC). Subcontractors subject to CSDR reporting thresholds are required to collect data in sufficient detail to meet CSDR Plan requirements.

HAZARDOUS MATERIALS MANAGEMENT

For the purposes of this contract, hazardous materials are defined in FED-STD-313. Hazardous materials prohibitions shall apply to all components, parts, and materials delivered in support of this contract, including items purchased through a subcontractor or supplier, COTS components, Original Equipment Manufacturer (OEM) parts, and manufactured parts.

ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES

(a) The contractor and all associated subcontractors' employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9 Personal Identity Verification of Contractor Personnel) as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes. (b) For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05, The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of six (6) months or more. At the discretion of the sponsoring activity, an initial CAC may be issued on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personal Management. (c) For contractors that do not require CAC, but require access to a DoD facility or installation. Contractor and all associated subcontractors employees shall comply with adjudication standards, and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures elsewhere in Section C; Nondisclosure Statement; for OCONUS locations, refer to the Status of Forces Agreement and other theater regulations. ***

NON-DISCLOSURE DFARS CLAUSE 252.204-7000

Applicable to all subcontractors. Disclosure of Information, non-disclosure of information prohibits release of unclassified information to the public without approval of the contracting activity.

ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT

All subcontractor employees requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. PNA is required to submit certificates of completion for subcontractor employee requiring access to Army installations, facilities, or controlled access areas

to the COR (or to the contracting officer, if a COR is not assigned) within 30 calendar days after completion of training. AT Level I awareness training is available at <https://jkodirect.jten.mil> Course #JS-US007-14.

iWATCH TRAINING

All associated subcontractors shall brief all employees on the local iWATCH program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR, if assigned, or the Contracting Officer. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance, with the results reported to PNA, no later than 45 calendar days after contract award. Training may be obtained at <http://www.myarmyonesource.com/familyprogramsandservices/iwatchprogram/default.aspx>

ACCESS TO SUBCONTRACTORS MOD/AMD

Subcontractors are hereby notified of the Government's right to interface with, collaborate with, audit, and visit, without prior notification, all subcontractors and sub-subcontractors of the prime contractor. Subcontractors are not limited from interfacing with the Government, collaborating with the Government, being audited by the Government, working with the Government on future design changes or improvements, or hosting Government personnel.

DIMINISHING MANUFACTURING SOURCES AND MATERIAL SHORTAGES (DMSMS)

PNA is required to develop and implement a DMSMS Management Program. Suppliers will be required to provide input and support PNA's DMSMS Management Program. PNA may be required to input information concerning critical or major non-conformances as defined in FAR 46.101 to the GIDEP Information System. Additionally, PNA's subcontracts include the following statement "*The contractor shall deliver information concerning critical or major non-conformances as defined in FAR 46.101 to the GIDEP Information System.*" in any Subcontract. When so inserted, the word "contractor" is changed to "subcontractor." PNA is required to input any GIDEP data which may be pertinent to items of its manufacturer and verify that the subcontractor utilizes any such data.

CONFIGURATION MANAGEMENT (CM)

PNA is responsible for applying CM functions, including processes, responsibilities, resources, and metrics, throughout the product lifecycle, and will flow down these CM requirements to subcontractors to deliver appropriate application of CM function to entire supply chain. Suppliers are required to support and adhere to CM functions.

OPERATIONAL SECURITY (OPSEC)

All awarded subcontractors are required to take OPSEC training prior to start of work on this subcontract. No subcontractor may commence effort prior to completion of OPSEC training. Training is available at <https://securityawareness.usalearning.gov/opsec/index.htm>.

H.5 SPECIAL CONTRACT REQUIREMENT (SCR) FOR IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON TECHNICAL DATA AND COMPUTER SOFTWARE (Intellectual Property)

Applicable to subcontracts under which a supplier generates or modifies technical data or computer software.

H.5.1 Definitions

H.5.1.1 Background Patent is defined as any U.S. patent, or U.S. patent application, or PCT patent application, which covers an invention or discovery which is not a subject invention (as defined in FAR 52.227-11) and which is owned or controlled by the Offeror at any time through the completion of this contract or to which the offeror has an interest through inventorship. The specific patent and application numbers and full titles are required to be provided.

H.5.1.2 Terms used in this Special Contract Requirement (SCR) that are defined in the following clauses and SCR have the same meaning as set forth in those clauses and this SCR:

H.5.1.2.1 DFARS 252.227-7013;

H.5.1.2.2 DFARS 252.227-7014;

H.5.1.2.3 DFARS 252.227-7015; or

H.5.1.2.4 DFARS 252.227-7017;

H.5.2 Identification and Assertion of Restrictions

The contractor shall not deliver or otherwise provide to the Government any technical data or computer software with restrictive markings (or otherwise subject to restrictions on access, use, modification, reproduction, release, performance, display, or disclosure) unless the technical data and computer software has been identified in accordance with the following requirements:

H.5.2.2 Pre-Award Identification and Assertions

In its Assertion of Restrictions (Attachment 0161, Attachment 0172, Attachment 0174) the offeror (including its subcontractors or suppliers, or potential subcontractors or suppliers, at any tier) shall identify all commercial and noncommercial technical data and computer software that is to be delivered or otherwise provided (including all option CLINs as if the option was exercised) including with unlimited rights as follows:

H.5.2.2.1 Noncommercial Technologies

Offeror shall identify all noncommercial technical data and noncommercial computer software including firmware to be delivered and will provide at least the information as required by DFARS 252.227-7017 (JAN 2011) and IAW Attachment 0161, Attachment 0172, Attachment 0174.

H.5.2.2.2 Commercial Technologies

Offeror shall identify all commercial technical data (i.e., technical data pertaining to a commercial item) and commercial computer software including firmware IAW Attachment 0161, Attachment 0172, Attachment 0174.

H.5.2.2.3 The requirements to submit, fully populate and complete, and sign the identification and assertions required by paragraphs H.5.2.2.1 and H.5.2.2.2 of this SCR are considered a material element of source selection and failure to meet this requirement will rendered the offer ineligible for award.

H.5.2.3 Post-Award Updates to the Pre-Award Identification and Assertions

Except as provided in this paragraph, the contractor (including its subcontractors or suppliers at any tier) shall not supplement nor revise the pre-award identification and Assertion of Restrictions after contract award.

H.5.2.3.1 Noncommercial Technologies

Post-award identification and assertion of restrictions on noncommercial technical data and noncommercial computer software including firmware are governed by paragraph (e) of DFARS 252.227-7013 (FEB 2014) and DFARS 252.227-7014 (FEB 2014), respectively.

H.5.2.3.2 Commercial Technologies

The contractor may supplement or revise its pre-award identification and assertion of restrictions commercial technical data and commercial computer software only if such an expansion or revision would be permitted for noncommercial technical data or noncommercial computer software including firmware pursuant to H.5.2.3.1. Approval is contingent upon the PCO determination that changes to assertions would not have materially impacted the source selection.

H.5.2.4 Assertion of Restrictions for ECPs

If an ECP will result in the generation of any new data or any changes to the rights proposed at contract award, the contractor shall deliver (with their proposal) a complete Assertion of Restrictions identifying all commercial and noncommercial technical data and computer software that is to be delivered or otherwise provided including with unlimited rights as follows:

H.5.2.4.1 Noncommercial Technologies

Contractor shall identify all noncommercial technical data and noncommercial computer software including firmware to be delivered and will provide at least the information as required by DFARS 252.227-7017 (JAN 2011) and IAW Attachment 0161, Attachment 0172, Attachment 0174.

H.5.2.4.2 Commercial Technologies

Contractor shall identify all commercial technical data (i.e., technical data pertaining to a commercial item) and commercial computer software including firmware IAW Attachment 0161, Attachment 0172, Attachment 0174.

H.5.2.5 Assertion of Restrictions for Work Directives

Throughout the life of the contract for each work directive, with each work directives proposal, the contractor must deliver a complete Assertion of Restrictions. In its Assertion of Restrictions the contractor (including its subcontractors or suppliers, or potential subcontractors or suppliers, at any tier) shall identify all commercial and noncommercial technical data and computer software that is to be delivered or otherwise provided including with unlimited rights as follows:

H.5.2.5.1 Noncommercial Technologies

Contractor shall identify all noncommercial technical data and noncommercial computer software including firmware to be delivered and will provide at least the information as required by DFARS 252.227-7017 (JAN 2011) and IAW Attachment 0161, Attachment 0172, Attachment 0174.

H.5.2.5.2 Commercial Technologies

Contractor shall identify all commercial technical data (i.e., technical data pertaining to a commercial item) and commercial computer software including firmware IAW Attachment 0161, Attachment 0172, Attachment 0174.

H.5.3 Copies of Negotiated, Commercial, and Other Non-Standard Licenses

H.5.3.1 Contractor shall provide copies of all proposed specially negotiated licenses(s), commercial license(s) including open source software licenses, and any other asserted restrictions other than unlimited rights; Government purpose rights; limited rights; restricted rights; STTR data rights; SBIR data rights for which the protection period has not expired; or Government's minimum rights as specified in the clause at DFARS 252.227-7015.

H.5.3.2 In the event the offeror or contractor proposes specially negotiated license rights, it shall include the content and be in the format provided in Attachment 0180 - Specifically Negotiated License Agreement TDP and CSP Purchase Option, for the Technical Data, Computer Software and Patent License Identification and Assertions Listed in Attachment 0161, Attachment 0172, or Attachment 0174, unless a similar content and format is approved, in writing, by the PCO prior to proposal submission.

H.5.4 In the event the Contractor asserts rights to technical data or computer software, the Contractor shall fully abide by H.5.

H.5.5 In the event the offeror asserts rights to technical data or computer software, the offeror shall fully abide by H.5.

H.5.6 In the event a subcontractor generates or modifies technical data or computer software, the Contractor shall flow-down H.5 to that subcontractor.

The following clauses are incorporated herein, with the same force and effect as if they were given in full text. Unless the text in these clauses clearly reserves rights in the Government only or as otherwise noted, the terms "Contractor" means "Supplier," "Contracting Officer" means "PNA," "Contract" means this Subcontract and "Government" means "PNA, the Prime Contractor, or the Government." However, the words "Government" and "Contracting Officer" do not change when a right, act, authorization or obligation can be granted or performed only by the Government or the Prime Contract contracting officer or duly authorized representative. Any references to a "Disputes clause" or resolution of disputes between the Parties in accordance with the "Disputes clause," shall be disposed of in

accordance with the provision entitled “Disputes” in this Subcontract. The clauses in this Appendix may be updated from time to time upon direction from PNA’s customer.

Unless otherwise specified in the clauses listed below, in order to allow PNA sufficient time to perform its obligations under the clauses, whenever a clause requires action by Supplier within a particular time, that action shall be completed seven (7) calendar days prior to the time identified in the clause, unless the clause requires action within five (5) calendar days or less, in which event the action shall be completed one (1) calendar day prior to the time identified in the clause.

Seller shall insert the following provisions in selected lower tier subcontracts, either verbatim or in substance, and by incorporation-by-reference or otherwise as appropriate.

The following clauses shall apply to subcontracts for COMMERCIAL products and services.

Clause	Title	Date
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
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
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5) (if the subcontract is funded under the Recovery Act)	JUN 2010
52.203-16	Preventing Personal Conflicts of Interest (if supplier performs acquisition functions closely related with inherently governmental function)	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	MAR 2021
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (other than subcontracts for commercially available off-the-shelf items)	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
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.208-8	Required Sources for Helium and Helium Usage Data (if subcontract involves a major helium requirement)	AUG 2018
52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority and Allocation Requirements	APR 2008
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (DEVIATION 2022-00001) (if subcontract greater than \$2M)	APR 2021
52.215-15	Pension Adjustments and Asset Reversions (if cost or pricing data required)	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (if cost or pricing data required)	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-23	Limitations on Pass-Through Charges	JUN 2020

Clause	Title	Date
52.219-8	Utilization of Small Business Concerns (15 U.S.C.637(d)(2) and (3)) (if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities).	OCT 2022
52.219-9	Small Business Subcontracting Plan (if subcontract > \$750k, unless small business)	OCT 2022
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-19	Child Labor—Cooperation with Authorities and Remedies (Deviation 2020-00019)	JAN 2022
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (E.O. 13496)	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.222-55	Minimum Wages for Contractor Workers under Executive Order 14026 (subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute)	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706) (if subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute)	JAN 2022
52.223-3	Hazardous Material Identification and Material Safety Data	FEB 2021
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	JUN 2016
52.223-7	Notice of Radioactive Materials	JAN 1997
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	JUN 2020
52.224-3	Privacy Training (5 U.S.C. 552a)	JAN 2017
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.225-26	Contractors Performing Private Security Functions Outside the United States	
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	JUN 2020
52.227-6	Royalty Information	APR 1984
52.227-10	Filing of Patent Applications – Classified Subject Matter	DEC 2007
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (if supplier is a small business)	NOV 2021
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	SEP 2016
52.244-6	Subcontracts for Commercial Products and Commercial Services	OCT 2022
52.245-1	Government Property	SEP 2021
52.251-1	Government Supply Sources	APR 2012
52.247-63	Preference for U.S.-Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 55305 and 10 U.S.C.2631) (if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64)	NOV 2021

Clause	Title	Date
52.248-1	Value Engineering	JUN 2020
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure of Information	OCT 2016
252.204-7004	Antiterrorism Awareness Training for Contractors	FEB 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.219-7004	Small Business Subcontracting Plan (Test Program) (if supplier participates in Test Program)	MAY 2019
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic and Hazardous Materials – Basic	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies (if subcontract is for items covered by USML or 600 series of CCL)	DEC 2018
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (exclude and reserve paragraph (d) and (e)(1))	DEC 2019
252.225-7012	Preference for Certain Domestic Commodities	APR 2022
252.225-7013	Duty-Free Entry	MAR 2022
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools	JUN 2005
252.225-7021	Trade Agreements – Basic (Deviation 2020-O0019)	MAR 2022
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	DEC 2006
252.225-7033	Waiver of United Kingdom Levies (if supplier is a UK firm)	APR 2003
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten	AUG 2022
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7015	Technical Data – Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions – Computer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7037	Validation of Restrictive Markings on Technical Data	APR 2022
252.227-7039	Patents—Reporting of Subject Inventions	APR 1990
252.227-7038	Patent Rights – Ownership by the Contractor (Large Business)	JUN 2012
252.229-7011	Reporting of Foreign Taxes – U.S. Assistance Programs	SEP 2005
252.232-7017	Accelerating Payments to Small Business Subcontractors – Prohibition on Fees and Consideration (if supplier is a small business)	APR 2020
252.234-7002	Earned Value Management System (DEVIATION 2015-O0017)	SEP 2015
252.235-7003	Frequency Authorization - Basic	MAR 2014
252.239-7018	Supply Chain Risk (Deviation 2018-O0020)	SEP 2018
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016

Clause	Title	Date
252.246-7008	Sources of Electronic Parts (unless supplier is the original manufacturer)	MAY 2018
252.247-7023	Transportation of Supplies by Sea – Basic	FEB 2019
252.249-7002	Notification of Anticipated Contract Termination or Reduction	JUN 2020
252.251-7000	Ordering From Government Supply Sources	AUG 2012

The following clauses shall apply in addition to those above for subcontracts that are for NON-COMMERCIAL products or services:

Clause	Title	Date
52.215-14	Integrity of Unit Prices	NOV 2021
52.216-7	Allowable Cost and Payment	AUG 2018
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.230-2	Cost Accounting Standards	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.246-26	Reporting Conforming Items	NOV 2021
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7004	Display of Hotline Posters	AUG 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	JUN 2011
252.227-7013	Rights in Technical Data – Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.231-7000	Supplemental Cost Principles	DEC 1991

The following FAR and DFARS clauses incorporated by reference shall be the most recent clause in effect during subcontract performance and are incorporated by reference herein with the same force and effect as if they are given in full text as modified by any notes following the clause citation below.

52.203-3 Gratuities (The term “agency head” means Buyer). (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)

52.203-5 Covenant Against Contingent Fees (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)

52.203-8 Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)

52.203-14 Display of Hotline Poster(s) (Applicable if this Order exceeds \$5,500,000, unless performed entirely outside of U.S.). Paragraph (b)(3) includes the following: DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Arlington, VA 22202-4704.

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)

52.204-10 Reporting Executive Compensation and First Tier Subcontract Awards
(Applicable if this Order has a value of \$30000 or more.)

52.204-13 System for Award Management Maintenance

52.204-19 Incorporation by Reference of Representations and Certifications

52.215-2 Audit and Records — Negotiation* (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)

52.215-10 Price Reduction for Defective Cost or Pricing Data (Applicable to Orders for which it is contemplated cost or pricing data will be required.)

In paragraph (c) the term “Contracting Officer” does not change. Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR.

52.215-11 Price Reduction and Defective Cost of Pricing Data — Modifications (Applicable to Orders for which it is contemplated cost or pricing data will be required for modifications and the Order includes FAR 52.215-10.)

In paragraph (d), the term “Contracting Officer” does not change. Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR.

52.215-12 Subcontractor Certified Cost or Pricing Data (Applicable if the Order, when entered into, includes FAR 52.215-10.)

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Applicable to Orders if it is reasonably certain that cost or pricing data or data other than certified cost or pricing data will be required for modifications.)

52.219-16 Liquidated Damages — Subcontracting Plan

52.222-4 Contract Work Hours and Safety Standards Act — Overtime Compensation (Applicable if this Order exceeds \$150,000 and requires employment of laborers or mechanics. In addition, Buyer may withhold or recover from the Seller any sums the Contracting Officer withholds or recovers from Buyer because of a violation of a provision of this clause by the Seller or Seller’s subcontractor.)

52.222-17 Nondisplacement of Qualified Workers (Applicable if subcontract exceeds the simplified acquisition threshold.)

52.222-41 Service Contract Labor Standards

52.225-1 Buy American Act – Supplies (Applies if the Goods contain other than domestic components.)

52.225-2 Buy American Act Certificate (Applies if the Goods contain other than domestic components.)

52.225-3 Buy American Act –Free Trade Agreements – Israeli Trade Act (Applies if the Goods contain other than domestic components.)

52.225-5 Trade Agreements (Applies if the Goods contain other than U.S. made or designated country end products as specified in the clause.)

52.225-6 Trade Agreements Certificate (Applies if the Goods contain other than U.S. made or designated country end products as specified in the clause.)

52.225-8 Duty Free Entry (Applicable to subcontracts involving the importation of duty- free items, or other foreign supplies in excess of \$15,000)

52.227-3 Patent Indemnity

52.227-9 Refund of Royalties (Applicable if the amount of royalties reported during negotiation of the subcontract exceeds \$250.)

52.227-11 Patent Rights--Ownership by the Contractor (Applicable to subcontracts for experimental, developmental, or research work by small business firms or nonprofit organizations. Includes paragraph (k).)

52.227-13 Patent Rights--Ownership by the Government (Applicable to subcontracts for experimental, developmental or research work. References to the Government are not changed and the subcontractor has all rights and obligations of the Contractor in the clause.

52.227-14 Rights in Data – General

The term “Government” does not change in sections (b); (c)(1), lines 12, 16, 19, 20 and 24; and (c)(2). Alternates will be used as required by the Prime Contract.

52.227-15 Representation of Limited Rights Data and Restricted Computer Software

52.227-17 Rights in Data -- Special Works The term “Government” does not change except in section (e).

52.227-18 Rights in Data -- Existing Works

52.227-19 Commercial Computer Software License

52.227-22 Major System -- Minimum Rights The term “Government” in the first and second to last lines does not change.

52.227-23 Rights to Proposal Data (Technical)

52.228-5 Insurance — Work on a Government Installation (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101, and requires work on a Government installation.)

52.229-3 Federal, State and Local Taxes (Applicable if this order exceeds the simplified acquisition threshold in FAR 2.101.)

52.229-4 Federal, State and Local Taxes (State and Local Adjustments)

52.229-6 Taxes -- Foreign Fixed-Price Contracts (Applicable if this Order is expected to exceed the simplified acquisition threshold in FAR 2.101 and the Order is to be performed wholly or partly in a foreign country.)

52.236-13 Accident Prevention (Includes paragraph (e).)

52.232-17 Interest (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)

52.233-3 Protest After Award Under Paragraph (f) of this clause, the Buyer may withhold or recover from Seller any sums the Contracting Officer withholds or recovers from Buyer because of an intentional or negligent misstatement, misrepresentation or miscertification of the Seller which results in a bid protest being sustained.

52.243-1 Changes -- Fixed Price Apply Alternate I if the Order is for services, other than architect-engineer or other professional services, and no supplies are to be furnished. Apply Alternate II if the Order is for services (other than architect-engineer services, transportation, or research and development) and supplies are to be furnished. Apply Alternate III if the Order is for architect-engineer or other professional services.

52.243-2 Changes -- Cost-Reimbursement Apply Alternate I if the Order is for services and no supplies are to be furnished. Apply Alternate II if the Order is for services and supplies are to be furnished. Apply Alternate III if the Order is for construction. Apply Alternate V if the Order is for research and development.

52.245-9 Use and Charges

52.246-2 Inspection of Supplies-Fixed Price (Applicable if this order exceeds the simplified acquisition threshold in FAR 2.101.)

52.247-1 Commercial Bill of Lading Notations The term “Government” does not change in paragraphs (a) and (b).

52.247-63 Preference for U.S. Flag Carriers (Applicable if this order may involve international air transportation.)

52.248-1 Value Engineering (Applicable if this order exceeds \$150,000.)

52.249-2 Termination for Convenience of the Government — Fixed-Price.

Paragraph (c): Change 120 days to 60 days. Paragraph (d): Plant clearance procedure is omitted.

Paragraph (e): The time for submission of the final termination settlement proposal is changed from “1 year” to “6 months” from the effective date of termination.

Paragraph (l): The time for submission of a proposal for an equitable adjustment after a partial termination is changed from “90 days” to “45 days” from the effective date of termination.

52.230-2 Cost Accounting Standards

52.230-3 Disclosure and Consistency of Cost Accounting Practices (Applicable to negotiated contracts)

52.230-6 Administration of Cost Accounting Standards (Applicable if order exceeds \$750,000 and offeror certifies it is eligible to use modified CAS coverage.)

252.203-7003 Agency Office of the Inspector General

252.204-7009 Limitations on the Use or Disclosure of Third Party Contractor Reported Cyber Incident Information

252.204-7012 Safeguarding of Covered Defense Information and Cyber Incident Reporting

252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements

252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (Includes paragraph (d).)

252.215-7000 Pricing Adjustments

252.219-7003 Small Business Subcontracting Plan (DOD Contracts) (Applicable to Orders for DOD contracts over \$700,000)

252.225-7001 Buy American Act and the Balance of Payments Program (Applicable if the goods furnished under this Order contain other than domestic components. Applies in lieu of FAR 52.225-1 for DoD programs.)

252.225-7003 Report of Intended Performance Outside the United States and Canada -- Submission with Offer

252.225-7008 Restrictions on Acquisition of Specialty Metals

252.225-7025 Restriction on Acquisition of Forgings (Applicable to subcontracts for forging items or other items that contain forging items)

252.225-7028 Exclusionary Policies and Practices of Foreign Governments

252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States

252.227-7027 Deferred Ordering of Technical Data or Computer Software 252-227-7030 Technical Data — Withholding of Payment “Buyer” is substituted for “Contracting Officer” in paragraph (a). In paragraph (b), “or Buyer” is added after “Government.”

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252.234-7004 Cost and Software Data Reporting System Applicable for any subcontract (at any tier) that exceeds \$50 million.

252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Applicable to subcontracts that involve the acquisition of steel as a construction material)

252.237.7010 Prohibition on Interrogation of Detainees by Contractor Personnel (Applicable if subcontractor personnel may be required to interact with detainees in the course of their duties.

252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (Applicable to subcontracts which require securing telecommunications)

252.243-7001 Pricing of Contract Modifications

252.247-7024 Notification of Transportation of Supplies by Sea

PART 2

Applies to orders for the purchase of tooling and fixtures.

Capitalized terms shall have the meanings ascribed to them in Plasan NA's General Terms and Conditions of Purchase. Capitalized terms only defined herein shall have those meanings ascribed to them.

"Prime Contract" shall mean, inclusively, the contractual agreement between Plasan NA and its immediate customer (prime contractor) and the contractual agreement between the prime Contractor and the Customer.

1. **Applicability of Tooling Terms.** These Tooling Terms, as may be amended from time to time, apply to and are part of all Orders issued by Plasan NA to Seller with respect to Tooling. No exception to, deviation from, or waiver of these Tooling Terms are valid or binding on Plasan NA unless specified on the face of an Order.
2. Without the prior written approval of Plasan NA, Seller may not make any changes to any Order or the Tooling covered by the Order, including, without limitation, changing (i) any third party supplier to Seller of services, raw materials or goods used by Seller in connection with its performance under the Order, (ii) the facility from which Seller or such third party supplier operates, (iii) the price of any of the Tooling covered by the Order, (iv) the nature, type or quality of any services, raw materials or goods used by Seller or its third party suppliers in connection with the Order, (v) the fit, form, function, appearance, or performance of any Tooling covered by the Order, or (vi) the production method, or any process or software used in the production or provision of any Tooling under the Order. Any change by Seller to any Order or the Tooling covered by the Order without Plasan NA's prior written approval constitutes a breach of the Order and is null and void.
3. **Lead Time.** Seller will complete the manufacture, acquisition or refurbishment of Tooling in the time frame set forth on the Order. Seller agrees that time is of the essence for each Order and if Seller fails to meet any lead times or performance milestones specified in the Order, Plasan NA reserves the right, without liability of any kind, to cancel the Order in whole or in part and/or refuse to accept such late Tooling.
4. **Specifications.** Seller will construct, design and/or refurbish the Tooling in accordance with Plasan NA's specifications and/or other specifications on which Plasan NA and Seller agree and deem appropriate for the Tooling to produce the parts to be manufactured as specified in the Order. Seller will promptly inform Plasan NA of any inconsistencies or ambiguities in Plasan NA's specifications of which Seller is or becomes aware. After reviewing Plasan NA's specifications, Seller must immediately notify Purchase in writing of any questions that Seller has concerning whether the Tooling will meet Plasan NA's needs for the Goods or otherwise. If requested by Plasan NA, Seller will provide Plasan NA with a schedule setting forth certain

milestones for percentage of completion of the Tooling or refurbishment thereof, as the case may be, so that Plasan NA may monitor the ability and likelihood that Seller will meet its delivery requirements in connection with the Goods.

5. Inspection and Approval of Tooling. Seller agrees Plasan NA has the right to inspect and test all Tooling at all reasonable times and places including, when practicable, during manufacture or refurbishment. As part of such inspection or testing, whether or not at Seller's facilities, Seller will provide, if requested by Plasan NA, the following: (i) all documentation related to the production, construction, acquisition or refurbishment of Tooling; (ii) a detailed status report of the Tooling, including, without limitation, digital photos of the Tooling that display the current status of the construction, production and/or refurbishment of the Tooling; and (iii) a sample of Goods manufactured from the Tooling or refurbished Tooling, as the case may be. In addition, Seller will make available the Tooling for completion of a full "run at rate" test by Plasan NA's Quality Department in a production environment at Seller's facility.
 - 5.1. If any such inspection or test is made on Seller's premises, Seller will furnish all reasonable facilities and assistance required for a safe and convenient inspection or test without additional charge to Plasan NA.
 - 5.2. Plasan NA's inspection of the Tooling or documentation related to the construction or refurbishment of the Tooling, no matter how or when occurring, does not constitute acceptance of any work-in-process, finished Goods, or finished Tooling. Further, notwithstanding prior inspection, payment, or use of the Tooling, Plasan NA has the right to reject any Tooling that does not conform to the requirements of the Order.
6. Acceptance. For purposes of each Order, acceptance of Tooling means receipt by Seller of a signed writing by Plasan NA's authorized representative that acknowledges (i) the Tooling's compliance with all manufacturing and/or refurbishment specifications, (ii) completion of a full "run at rate" in a production environment at Seller's facility conducted by Plasan NA's Quality Department, and (iii) completion of the production part approval process ("PPAP") by Plasan NA. If Plasan NA requests, Seller will provide to Plasan NA a pre-acceptance run-off test at Seller's facility, at no cost to Plasan NA.
7. Delivery of Tooling Layouts and Drawings. Upon request, Seller will immediately deliver to Plasan NA all Tooling layouts and engineering drawings by first-class mail, courier service, or in-person at the destination identified in such request.
8. Price. Seller represents and warrants to Plasan NA that the Purchase Price is at least as low as the price charged by Seller to buyers of a class similar to Plasan NA under conditions similar to those specified in the Order and that the Purchase Price complies with all applicable governmental laws and regulations in effect at the time of, as the case may be, quotation, construction, completion, sale, and delivery.
9. Ownership of Tooling.
 - 9.1. Regardless of when Tooling is accepted by Plasan NA, title to Tooling will pass to Plasan NA or Plasan NA's customer upon the sooner to occur of (i) when the Tooling is fabricated or completed by Seller or acquired by Plasan NA or, (ii) in the case of an Order for refurbishment of Tooling to which Plasan NA does not already hold title, when refurbishment is substantially completed. Title to the Tooling will pass to Plasan NA even if Plasan NA has not made full payment; however, the title transfer will not affect Plasan NA's obligation to pay for the Tooling as provided in and according to the terms of the Order.
 - 9.2. Once title to Tooling passes to Plasan NA, the Tooling and related blueprints, designs, specifications, drawings, photographic negatives and positives, art work, and copy layout provided by Plasan NA or developed by Seller or its third party suppliers in connection with or related to any Order (collectively, "Bailed Property"), will be held by Seller as a bailee-at-will for the benefit of Plasan NA. Seller bears the risk of loss of and damage to the Bailed Property and, at its own cost and expense, must keep such Bailed

Property insured for the benefit of Plasan NA, naming Plasan NA as the loss payee and additional insured. Seller must at all times, and without charge to Plasan NA, properly house the Bailed Property and protect it against destruction, damage or theft. Subject to the terms contained herein, Plasan NA's ownership of such Bailed Property will not affect Plasan NA's obligation to pay for the Tooling.

- 9.3. Seller agrees that the Bailed Property: (i) will not be used by Seller for any purpose other than pursuant to the terms of the Order; (ii) will be deemed personal property of Plasan NA. All replacement parts, additions, improvements and accessories for such Bailed Property automatically become Plasan NA's property upon their incorporation into or attachment to the Bailed Property.
- 9.4. Unless Plasan NA directs an earlier release by Seller, Seller must have the capability to store, and must store, all Bailed Property for a maximum of ten (10) years after termination of serial production of the Goods. Notwithstanding the expiration of the time period in the preceding sentence, Seller will not destroy any Tooling without the prior written consent of Plasan NA.
10. Claims, Lien, and Other Encumbrances. Seller represents and warrants that neither Seller nor any other person or entity other than Plasan NA has any right, title, interest, or liens in the Tooling, other than Seller's right, subject to Plasan NA's unfettered discretion, to utilize the Tooling in the manufacture of the Goods. In the event Seller has, or obtains, any intellectual property rights in the Tooling and/or documentation related to such Tooling, Seller hereby conveys, assigns, and otherwise grants Plasan NA all of Seller's right, title, and interest in and to such intellectual property and Seller agrees not to transfer, assign, or otherwise grant such intellectual property rights, by operation of law or otherwise, to any other person or entity. For the avoidance of doubt, any intellectual property produced by Seller for the Tooling and/or Goods will be deemed to be "work for hire."
11. Return of Tooling. Upon request, Seller must deliver the Tooling, existing spare parts, and all related documentation in Seller's possession or under its control to Plasan NA at the location Plasan NA determines. Seller will be reimbursed for reasonable transportation charges related to this request, including freight and packaging costs. Seller has no right to withhold any Tooling, documentation, or production equipment that has been paid for by Plasan NA.
12. Indemnification. In addition to Seller's other indemnification obligations arising hereunder, Seller shall defend, indemnify and hold harmless Plasan NA and Plasan NA's customer from any and all claims, suits, liabilities, damages or expenses asserted against or incurred by Plasan NA arising out of the manufacture and/or use of the Tooling. If this Order is placed under a United States Government Prime Contract or subcontract, the indemnification shall extend to the United States Government, but only if and to the extent that the United States Government is or may be indemnified by Plasan NA.
13. Defective Tooling. If the Tooling fails to comply with the warranties provided in an Order or otherwise provided by the Seller ("Defective Tooling"), Seller must repair such Defective Tooling as promptly as possible, but in no event later than the time period reasonably determined by Plasan NA. If Seller is unable to repair the Defective Tooling within such time period or the repair by Seller is not suitable for Plasan NA's needs, as determined by Plasan NA in its sole discretion, Plasan NA reserves the right to either (i) terminate the Order or (ii), at Seller's sole cost and expense, repair the Defective Tooling itself or have such repair done by a third party. Notwithstanding anything to the contrary contained in an Order, Seller must indemnify, defend and hold Plasan NA and its successors and assigns harmless from and against all claims, damages (including incidental, special, and consequential damages), losses, costs, and expenses (including reasonable attorney's fees), incurred by Plasan NA in connection with Defective Tooling. For the avoidance of doubt, the indemnification in the preceding sentence extends to all costs Plasan NA may incur in repairing the Defective Tooling, including, without limitation, transportation, sorting, investigative, and testing costs. Further, all amounts due from Seller for such indemnification are due when incurred by Plasan NA and are not subject to any intermediate or final determination of Plasan NA's claim against Seller.

14. Confidentiality. If a proprietary information, mutual confidentiality, or non-disclosure agreement ("PIA") exists between Plasan NA and Seller covering the Tooling or the Order, the term of such PIA is hereby extended to be co-terminus with the Order, and such PIA is incorporated into and forms a part of the Order and governs the use and disclosure of proprietary information hereunder. In the event that no PIA covering Tooling or the Order exists between Plasan NA and Seller, then Seller agrees that the information contained herein and given to Seller from Plasan NA, including, without limitation, all drawings, specifications or other documents used in connection with an Order, is strictly confidential and will not be disclosed by Seller without the express written consent of Plasan NA. Notwithstanding the foregoing, Seller may disclose the existence and terms of this an Order (i) to the extent required by law (including the rules of any applicable stock exchange) or by any governmental agency or required or requested to be disclosed pursuant to legal process (including discovery requests); (ii) to the extent necessary to enforce this Order; and (iii) to any employee, officer or director; provided, that any such person or entity is (a) informed of the confidential nature of such information and (b) directed by Seller to maintain such information in confidence. Seller is responsible for the breach of such PIA by any of Seller's employees, or an officer or director of Seller. Nothing in this Agreement or incorporated PIA prohibits or otherwise restricts Plasan NA or Seller from: (a) lawfully reporting or seeking to report waste, fraud, or abuse to a designated investigative or law enforcement representative of a U.S. Government department or agency authorized to receive such information; or (b) communicating with any federal, state, or local governmental agency, or participating in an investigation by any such agency. Furthermore, nothing in this Agreement or incorporated PIA requires Plasan NA or Seller to notify or seek approval from Disclosing Party at any time regarding such activities.
15. Subcontracting. Seller may not subcontract any production or refurbishment of the Tooling or parts for the Tooling without the prior consent of Plasan NA. In the event Plasan NA consents to the use of a third party supplier, such third party supplier must also agree to be bound by these Tooling Terms. Notwithstanding the foregoing, Seller agrees that it will remain liable for the fulfillment of the obligations under the Order. Seller must flow down the requirements of these Terms and Conditions Order, including but not limited to Section 19 "Warranty" to any third party supplier.
16. Compliance with Equal Employment Opportunity. Seller represents it is, and will at all times during the term of the Order remain, an equal opportunity employer. No employee or applicant for employment will be discriminated against due to race, color, religion, national origin, sex, handicap status, veteran status, age, marital status, height, weight or any other reason prohibited by applicable law. Without limiting the foregoing, to the extent the Tooling provided or refurbished under any Order may be deemed to be necessary for the performance of a United States Government contract, Seller shall comply with Section 202 of Executive Order 11246, as amended, and any successor thereto.
17. Fair Labor Standards. Seller represents and warrants during the term of the Order that the manufacture, production, refurbishment and sale of the Tooling are in compliance with the Fair Labor Standards Act of 1938, as amended.
18. Construction. When used in the Order, "including" means "including, without limitation," and terms defined in the singular include the plural and vice versa. The headers, titles and numbering are for convenience of reference only and will not affect the construction or interpretation of the Order.
19. Waiver of Jury Trial. PLASAN NA AND SELLER AGREE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF PLASAN NA AND SELLER, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR RESPECTIVE CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO ANY ORDER OR ANY OTHER DOCUMENT PERTAINING TO ANY ORDER.
20. Entire Agreement.

20.1. The Order, together with the attachments, exhibits or supplements specifically referenced in the Order, and these Tooling Terms constitute the entire agreement between Seller and Plasan NA with respect to the subject matter contained in the Order and supersede all prior oral or written representations and agreements. For avoidance of doubt, this Order does not supersede other purchase orders from Plasan NA for other goods, services or both, including, but not limited to, purchase orders for Goods manufactured with the Tooling. In performance of this Order, Seller must comply with the requirements of all purchase orders from Plasan NA and require its third party suppliers to comply with all applicable requirements.

20.2. Plasan NA may modify these Tooling Terms, at any time, by providing written notice to Seller at least five (5) days prior to any modified Tooling Terms becoming effective. Seller's continued performance under the Order, without providing written notice to Plasan NA detailing Seller's objection to any modified Tooling Terms prior to the effective date of such modified Tooling Terms, will be subject to and will constitute Seller's acceptance of such modified Tooling Terms. Except as provided in the preceding sentences or as otherwise provided in these Tooling Terms, the Order may be modified only by a Change Order signed by Plasan NA's authorized representative.

21. Incorporated FAR and DFARS Provisions.

21.1. The Federal Acquisition Regulation ("FAR") and Defense Federal Acquisition Regulation Supplement ("DFARS") clauses in Part 2 of these Supplemental Terms, as specified on the face of the Order, as posted on Plasan NA's corporate website, and as amended by Plasan NA from time to time upon changes in such clauses, are incorporated by reference herein with the same force and effect as if they were given in full text as modified by any notes following the clause citation.

21.2. Except where otherwise specified in these Terms and Conditions, any reference to the "Disputes" clause in any applicable FAR or DFARS clause incorporated into this Order shall mean Section 23 of Plasan's General Terms and Conditions of Purchase.

21.3. Seller shall insert the FAR and DFARS clauses in Part 2 and specified in the Order (and any update or change thereto) in lower tier subcontracts to the extent required for each lower tier subcontract by the FAR or DFARS either verbatim, in substance, by incorporation-by-reference or otherwise as appropriate.

21.4. Wherever used, the terms "Contract" and "Contractor" shall mean this Order and Seller (including Seller as Bidder or Offeror), respectively. The terms "Government," "Contracting Officer," and equivalent phrases in the FAR and DFARS clauses in Appendix 1 (and any update or change thereto) shall mean Plasan NA, except where further clarified or modified, except that in clauses identified by * shall have their original meaning as written in the FAR or DFARS, and when identified by ** shall not only have their original meaning as written in the FAR or DFARS, but shall also mean "Plasan NA." "Subcontractor" shall mean "Seller's Subcontractor."

21.5. Seller, by accepting the Order, hereby certifies compliance with the mandated clauses set forth within FAR 52.204-8/DFARS 252.204-7007 (for non-commercial items) and FAR 52.212-3 (for commercial items).

PART 2

52.203-3 Gratuities* (The term “agency head” means Buyer). (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)

52.203-5 Covenant Against Contingent Fees (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)

52.203-8 Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)

52.203-14 Display of Hotline Poster(s) (Applicable if this Order exceeds \$5,500,000, unless performed entirely outside of U.S.). Paragraph (b)(3) includes the following: DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Arlington, VA 22202-4704.

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)

52.204-10 Reporting Executive Compensation and First Tier Subcontract Awards
(Applicable if this Order has a value of \$30000 or more.)

52.204-13 System for Award Management Maintenance

52.204-19 Incorporation by Reference of Representations and Certifications

52.215-2 Audit and Records — Negotiation* (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)

52.215-10 Price Reduction for Defective Cost or Pricing Data (Applicable to Orders for which it is contemplated cost or pricing data will be required.)

In paragraph (c) the term “Contracting Officer” does not change. Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR.

52.215-11 Price Reduction and Defective Cost of Pricing Data — Modifications (Applicable to Orders for which it is contemplated cost or pricing data will be required for modifications and the Order includes FAR 52.215-10.)

In paragraph (d), the term “Contracting Officer” does not change. Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR.

52.215-12 Subcontractor Certified Cost or Pricing Data (Applicable if the Order, when entered into, includes FAR 52.215-10.)

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Applicable to Orders if it is reasonably certain that cost or pricing data or data other than certified cost or pricing data will be required for modifications.)

52.219-16 Liquidated Damages — Subcontracting Plan

52.222-4 Contract Work Hours and Safety Standards Act — Overtime Compensation (Applicable if this Order exceeds \$150,000 and requires employment of laborers or mechanics. In addition, Buyer may withhold or recover from the Seller any sums the Contracting Officer withholds or recovers from Buyer because of a violation of a provision of this clause by the Seller or Seller’s subcontractor.)

52.222-17 Nondisplacement of Qualified Workers (Applicable if subcontract exceeds the simplified acquisition threshold.)

52.222-41 Service Contract Labor Standards

52.225-1 Buy American Act – Supplies (Applies if the Goods contain other than domestic components.)

52.225-2 Buy American Act Certificate (Applies if the Goods contain other than domestic components.)

52.225-3 Buy American Act –Free Trade Agreements – Israeli Trade Act (Applies if the Goods contain other than domestic components.)

52.225-5 Trade Agreements (Applies if the Goods contain other than U.S. made or designated country end products as specified in the clause.)

52.225-6 Trade Agreements Certificate (Applies if the Goods contain other than U.S. made or designated country end products as specified in the clause.)

52.225-8 Duty Free Entry (Applicable to subcontracts involving the importation of duty- free items, or other foreign supplies in excess of \$15,000)

52.227-3 Patent Indemnity

52.227-9 Refund of Royalties (Applicable if the amount of royalties reported during negotiation of the subcontract exceeds \$250.)

52.227-11 Patent Rights--Ownership by the Contractor (Applicable to subcontracts for experimental, developmental, or research work by small business firms or nonprofit organizations. Includes paragraph (k).)

52.227-13 Patent Rights--Ownership by the Government (Applicable to subcontracts for experimental, developmental or research work. References to the Government are not changed and the subcontractor has all rights and obligations of the Contractor in the clause.

52.227-14 Rights in Data – General

The term “Government” does not change in sections (b); (c)(1), lines 12, 16, 19, 20 and 24; and (c)(2).

Alternates will be used as required by the Prime Contract.

52.227-15 Representation of Limited Rights Data and Restricted Computer Software

52.227-17 Rights in Data -- Special Works The term “Government” does not change except in section (e).

52.227-18 Rights in Data -- Existing Works*

52.227-19 Commercial Computer Software License*

52.227-22 Major System -- Minimum Rights The term “Government” in the first and second to last lines does not change.

52.227-23 Rights to Proposal Data (Technical)*

52.228-5 Insurance — Work on a Government Installation (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101, and requires work on a Government installation.)

52.229-3 Federal, State and Local Taxes (Applicable if this order exceeds the simplified acquisition threshold in FAR 2.101.)

52.229-4 Federal, State and Local Taxes (State and Local Adjustments)

52.229-6 Taxes -- Foreign Fixed-Price Contracts (Applicable if this Order is expected to exceed the simplified acquisition threshold in FAR 2.101 and the Order is to be performed wholly or partly in a foreign country.)

52.236-13 Accident Prevention (Includes paragraph (e).)

52.232-17 Interest (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)

52.233-3 Protest After Award Under Paragraph (f) of this clause, the Buyer may withhold or recover from Seller any sums the Contracting Officer withholds or recovers from Buyer because of an intentional or negligent misstatement, misrepresentation or miscertification of the Seller which results in a bid protest being sustained.

52.243-1 Changes -- Fixed Price

Apply Alternate I if the Order is for services, other than architect-engineer or other professional services, and no supplies are to be furnished. Apply Alternate II if the Order is for services (other than architect-engineer services, transportation, or research and development) and supplies are to be furnished. Apply Alternate III if the Order is for architect-engineer or other professional services.

52.243-2 Changes -- Cost-Reimbursement

Apply Alternate I if the Order is for services and no supplies are to be furnished. Apply Alternate II if the Order is for services and supplies are to be furnished. Apply Alternate III if the Order is for construction. Apply Alternate V if the Order is for research and development.

52.245-9 Use and Charges

52.246-2 Inspection of Supplies-Fixed Price (Applicable if this order exceeds the simplified acquisition threshold in FAR 2.101.)

52.247-1 Commercial Bill of Lading Notations

The term “Government” does not change in paragraphs (a) and (b).

52.247-63 Preference for U.S. Flag Carriers (Applicable if this order may involve international air transportation.)

52.248-1 Value Engineering (Applicable if this order exceeds \$150,000.)

52.249-2 Termination for Convenience of the Government — Fixed-Price.

Paragraph (c): Change 120 days to 60 days. Paragraph (d): Plant clearance procedure is omitted.

Paragraph (e): The time for submission of the final termination settlement proposal is changed from “1 year” to “6 months” from the effective date of termination.

Paragraph (l): The time for submission of a proposal for an equitable adjustment after a partial termination is changed from “90 days” to “45 days” from the effective date of termination.

52.230-2 Cost Accounting Standards

52.230-3 Disclosure and Consistency of Cost Accounting Practices (Applicable to negotiated contracts)

52.230-6 Administration of Cost Accounting Standards (Applicable if order exceeds \$750,000 and offeror certifies it is eligible to use modified CAS coverage.)

252.203-7003 Agency Office of the Inspector General

252.204-7009 Limitations on the Use or Disclosure of Third Party Contractor Reported Cyber Incident Information

252.204-7012 Safeguarding of Covered Defense Information and Cyber Incident Reporting

252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements

252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (Includes paragraph (d).)

252.215-7000 Pricing Adjustments

252.219-7003 Small Business Subcontracting Plan (DOD Contracts) (Applicable to Orders for DOD contracts over \$700,000)

252.225-7001 Buy American Act and the Balance of Payments Program (Applicable if the goods furnished under this Order contain other than domestic components. Applies in lieu of FAR 52.225-1 for DoD programs.)

252.225-7003 Report of Intended Performance Outside the United States and Canada -- Submission with Offer

252.225-7008 Restrictions on Acquisition of Specialty Metals

252.225-7025 Restriction on Acquisition of Forgings (Applicable to subcontracts for forging items or other items that contain forging items)

252.225-7028 Exclusionary Policies and Practices of Foreign Governments

252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States

252.227-7027 Deferred Ordering of Technical Data or Computer Software 252-227-7030 Technical Data — Withholding of Payment

“Buyer” is substituted for “Contracting Officer” in paragraph (a). In paragraph (b), “or Buyer” is added after “Government.”

252.234-7004 Cost and Software Data Reporting System Applicable for any subcontract (at any tier) that exceeds \$50 million.

252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Applicable to subcontracts that involve the acquisition of steel as a construction material)

252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (Applicable if subcontractor personnel may be required to interact with detainees in the course of their duties.

252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (Applicable to subcontracts which require securing telecommunications)

252.243-7001 Pricing of Contract Modifications

252.247-7024 Notification of Transportation of Supplies by Sea