

# Plasan North America Supplemental Terms & Conditions for Project 0223001

## PART 1

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**