

**Meggitt Aircraft Braking Systems****Supplemental terms of purchase-FAR/DFARS Clauses**

Goods furnished under this Purchase Order are for use under a U.S. Government prime contract or subcontract. Seller shall comply with all U.S. Government provisions and clauses identified by Buyer as flow-down provisions for any order ("Flow-down Clauses"), including Federal Acquisition Regulation (FAR), Department of Defense FAR Supplement (DFARS), or other agency supplement contract provisions (together "FAR Clauses") incorporated by reference. Federal common law of U.S. Government contracts determined by U.S. judicial bodies, boards of contract appeals and quasi-judicial agencies of the U.S. Government shall apply to the interpretation of the Flow-down Clauses.

1. The terms and conditions of this Order include all the U.S. Government provisions and certifications listed below and all such other U.S. Government provisions mandated by operation of law or regulation ("Flow-down Clauses"). Such provisions include FAR, DFARS or other agency supplement contract provisions (together "FAR Clauses"). Seller shall incorporate these Flow-Down Clauses into each lower-tier subcontract placed in support of this Order, as required by the individual clause. The applicable version date of such provisions is as specified in the Order; if no version date is specified, then the version date as of the date the Order is executed shall apply. To the extent there is a conflict or overlap between the Flow-down Clauses and the Global Standard Purchasing Conditions terms, the language shall be read to the maximum extent possible to render the clauses compatible, including by using the interpretation most restrictive of the requirements in Buyer's favor.
2. Seller shall indemnify and hold Buyer harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of unallowability or prohibition of allocation or any other civil, criminal or administrative liability, whether arising under statute, regulation, contract or common law and shall reimburse Buyer for all of its damages and associated costs, including reasonable attorney fees and other expenses. Seller shall reimburse Buyer for any loss or damage in the event that Buyer's customer makes a determination that Seller failed to furnish Buyer with any certified cost or pricing data or failed to provide the current, accurate and complete version of such data; failed to provide or comply with certifications as required by the Flow-down Clause; or failed to take any such other action required by the Flow-down Clauses.
3. Any disputes relating to the Flow-down Clauses shall be subject to the disputes process required of Buyer by Buyer's customer, where Buyer elects. Seller shall be conclusively bound by any decision made through the disputes process of the Buyer's customer. Pending resolution of any dispute arising under this Order, which incorporates FAR or DFARS clauses, Seller will proceed diligently as directed by Buyer with the performance of this Order. Notwithstanding any choice of law provision, any provision in this Order that is: (i) incorporated in full text or by reference below to FAR or DFARS, or (ii) that is substantially based on any FAR or DFARS provision below or on any agency regulation interpreting such FAR or DFARS provisions, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the United States Government. No FAR or DFARS provision herein shall establish privity between Seller and Buyer's customer. Notwithstanding any FAR or DFARS provisions below, the Contract Disputes Act shall not apply to this Order, except as permitted by Buyer for disputes with Buyer's customer.
4. Seller agrees that its books, records and facilities or such parts of its facilities as may be engaged in the performance of this Order, shall at all reasonable times be subject to inspection and audit by Buyer and, to the extent provided by the Flow-down Clauses, any authorized representatives of the U.S. Government. Seller hereby grants to Buyer the right to examine at reasonable times its relevant books, records and data that permit the adequate evaluation of (1) cost and pricing data and of any claims/proposals submitted by Seller pursuant to the Flow-down Clauses, (2) its security and data protection procedures and (3) its quality, testing and inspection procedures.
5. Flow-down Clauses are incorporated by reference, with the same force and affect as if they were given full text. These FAR/DFARS provisions are accessible at <https://www.acquisition.gov>. The clauses apply to this Order in accordance with the regulatory language of prescription in the controlling FAR Part or clause, such as limiting the applicability to particular types of contracts, contracts exceeding certain thresholds in monetary value, the location of performance or the size status of the Seller except that all of the Flow-down Clauses listed apply to this Order, regardless of whether they are expressly mandated for flow-down, since Buyer may in its discretion incorporate clauses which it deems appropriate.

6. The clauses listed below may require the submission of certifications and representations. Seller shall furnish any certification or representation required under these Flow-down Clauses. Failure to provide a certification or representation by Seller shall be interpreted to mean that Seller complies with the Flow-down Clause in the most restrictive sense of performance, in favor of Buyer.
7. Intellectual Property Rights. All FAR 52.27/DFARS 252.227 terms on intellectual property are as defined in FAR 27 or DFARS 227 or applicable agency regulations. Seller acknowledges and agrees that any rights in Technical Data and Computer Software to be granted to the U.S. Government will be determined in accordance with the regulations set forth in FAR Part 27 and DFARS Part 227 based upon the specific Technical Data, Computer Software and Goods to be performed under this Order and the assertions of restrictions on use, release or disclosure of Seller's Intellectual Property that are provided to Buyer for delivery to the U.S. Government, in order to fulfill Buyer's obligations under Buyer's customer's contract. Under any referenced FAR 52.227 or DFARS 252.227 provision below, the rights granted are vested in the U.S. Government, except that Seller grants Buyer an irrevocable, nonexclusive royalty-free worldwide license to sell and use Seller's technical data and computer software delivered in the performance of this Order, to the extent needed to fulfill Buyer's obligations under its customer's U.S. Government contract or subcontract pursuant to which this order is issued. Seller shall identify and assert prior to Order award any Seller's rights in technical data and software delivered with other than unlimited rights as required by the applicable FAR or DFARS provision, and all technical data and software submissions shall be to Buyer.
8. Except as otherwise provided in this provision, whenever necessary to make the context of the clauses applicable to this Order, the term "Contractor" shall mean Seller, the term "Contract" shall mean this Order, the term "Government," "Contracting Officer," and equivalent phrases shall mean Buyer, except that the terms "Government" and "Contracting Officer" shall not change in the Government Property, patent, intellectual property or data rights clauses incorporated herein, or when a right, act, authorization or obligation can be granted or performed only by the U.S. Government or the Contracting Officer or a duly authorized representative.
9. Equal Employment Opportunity and Non-Discrimination: Buyer is a U.S. government contractor and is subject to the requirements of Executive Order 11246, Section 503 of the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations are as follows: Seller shall abide by the requirements of all applicable Equal Opportunity Clauses including 41 CFR 60-1.4(a), 60-250.5, 60-300.5(a) and 60-741.5(a) and all applicable executive orders, including Executive Order 11246. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, gender identification, or national origin.

By accepting this order, Seller certifies the representations and certifications submitted to Buyer previously or with Seller's quote/proposal for this order (as applicable) remain valid from the date of submission until the conclusion of this Order. Seller agrees to provide immediate written notice to Buyer if any of the Seller's certifications and representations change at any time from the date of Seller's acceptance of this order through Seller's performance and closeout of this order; such notice shall not constitute a waiver of Seller's obligations to perform as previously certified.

If this is a DPAS-rated order, Seller is required to follow all the provisions of the Defense Priorities and Allocation System Regulation 15 CFR 700 unless an exemption applies.

NO WORK PERFORMED UNDER THIS ORDER WILL BE PERFORMED IN A U.S. FACILITY WHICH IS IN VIOLATION OF THE STANDARDS, ORDERS OR REGULATIONS ISSUED PURSUANT TO THE CLEAN AIR ACT (42 U.S.C. 7401 ET SEQ) OR THE FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED (33 U.S.C. 1251 ET SEQ).

BY ACCEPTANCE OF THIS PURCHASE ORDER, THE SELLER CERTIFIES THAT NEITHER THE SELLER NOR ITS PRINCIPALS ARE DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT BY THE U.S. FEDERAL GOVERNMENT.

The following Flow-down Clauses apply to this Purchase Order. The definitions of FAR 2-101 shall apply to these clauses.

FAR

52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006) (No substitution for "Government") (Applicable if Order exceeds \$150,000)
52.203-7	Anti-Kickback Procedures (May 2014) (Applicable if Order exceeds \$150,000) (Excluding (c)(1) and "Prime Contractor" shall mean Buyer; no substitutions for Contracting Officer; "Subcontractor" shall mean Seller and Seller's Sellers)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010) if this Purchase Order exceeds \$150,000
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Apr 2014) if this Purchase Order exceeds \$150,000
52.204-10	Reporting Executive Compensation and First Tier Subcontract Awards (July 2013) (Applies only to the extent Seller shall cooperate with Buyer in reporting required information on first tier subcontract awards)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (October 2015) (Applicable if Order exceeds \$35,000) (Not applicable to commercial or commercial off the shelf products and no substitution for "Government")
52.211-15	Audit and Records – Negotiation (Oct 2010) (Applicable if Order requires certified cost or pricing data under FAR 15.403-1)
52.215-2	Audit and Records – Negotiation (Oct 2010) if this Purchase Order exceeds \$150,000
52.215-14	Integrity of Unit Prices (Oct 2010) if this Purchase Order exceeds \$150,000
52.219-8	Utilization of Small Business Concerns (Oct 2014)
52.219-9	Small Business Subcontracting Plan (Oct 2015) (Applicable if Order exceeds \$700,000)
52.222-19	Child Labor Cooperation with Authorities and Remedies (Jul 2010)
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000 (May 2014)
52.222-21	Prohibition of Segregated Facilities (April 2015)
52.222-26	Equal Opportunity (April 2015)
52.222-35	Equal Opportunity for Veterans (Oct 2015) if this Purchase Order exceeds \$150,000
52.222-36	Affirmative Action for Workers with Disabilities (July 2014) if this Purchase Order exceeds \$15,000
52.222-37	Employment Reports on Veterans (Oct 2015) if this Purchase Order is over \$150,000
52.222-40	Notification of Employee Rights under the National Labor Relations Act (Dec 2010) if this Purchase Order is over \$10,000
52.222-41	Service Contract Labor Standards (May 2014) if this Purchase Order is subject to the Service Contract Act labor standards
52.222-50	Combating Trafficking in Persons (Mar 2015)
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Requirements (May 2014).
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services- Requirements (May 2014)
52.222-54	Employment Eligibility Verification (Oct 2015) (Not applicable if Order is under \$3,500)
52.223-3	Hazardous Material Identification and Material Safety (Jan 1997)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (Applicable if Order exceeds \$3,500)
52.225-1	Buy American – Supplies (May 2014) (Applies only to Sellers in the US)
52.225-8	Duty-Free Entry (Oct 2010) (Applicable to Orders with supplies identified as duty-free entry that will be imported into the United States or foreign supplies in excess of \$20,000)
52.225-13	Restriction on Certain Foreign Purchases (Jun 2008)
52.227-9	Refund of Royalties (Apr 1984) if royalties exceed \$250
52.227-11	Patent Rights – Ownership by the Contractor (May 2014) if this Purchase Order is for experimental, development or research work
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.234-1	Industrial Resources Developed Under Defense Production Act Title III (Dec 1994)
52.242-15	Stop Work Order (August 1989)
52.243-1	Changes – Fixed Price (August 1987)
52.244-6	Subcontracts for Commercial Items (Oct 2015)
52.245-1	Government Property (April 2012) (Applies if Government Furnished Property is issued)52.247-63 Preference for U.S. Flag Air Carriers (June 2003)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)
52.248-1	Value Engineering (Oct 2010) if this Purchase Order exceeds \$150,000

DFARS

252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Dec 2008) (Applicable if Order exceeds \$150,000) (Not applicable if Order is for commercial items)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
252.204-7000	Disclosure of Information (Aug 2013)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (September 2015) (Applicable where unclassified controlled defense information is utilized, transmitted or stored; incident reports under (m) (2) shall be reported by Seller to Buyer (as "prime contractor" under this provision) utilizing Buyer designated process)
252.204-7015	Disclosure of Information to Litigation Support Contractors (Feb 2014)
252.211-7003	Item Unique Identification and Valuation (Dec 2013) (Applicable if item price exceeds \$5,000 per unit)
252.223-7001	Hazardous Warning Labels (Dec 1991)
252.223-7008	Prohibition of Hexavalent Chromium (June 2013)
252.225-7004	Report of Intended Performance Outside the United States or Canada – Submission after Award (Oct 2010)
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Sep 2006)
252.225-7009	Restriction on Acquisition of Articles Containing Specialty Metals (Oct 2014)
252.225-7012	Preference for Certain Domestic Commodities (Feb 2013)
252.225-7013	Duty Free Entry (Nov 2014)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (Jun 2011)
252.225-7025	Restriction on Acquisition of Forgings (Dec 2009)
252.225-7048	Export Controlled Items (Jun 2013)
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sept 2004) if this Purchase Order exceeds \$500,000
252.227-7013	Rights in Technical Data—Noncommercial Items (Feb 2014) (Applicable if Order requires delivery of Seller technical data pertaining to non-commercial items or commercial items for which the US Government will have paid for any portion of the development costs)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb 2014) (Applicable if Order requires delivery of computer software or computer software documentation)
252.227-7015	Technical data—Commercial items (Feb 2014)
252.227-7016	Rights in Bid or Proposal Information (Jan 2011)
252.227-7017	Identification and assertion of use, release, or disclosure restrictions (Jan 2011)
252.227-7019	Validation of asserted restrictions—Computer software (Sep 2011)
252.227-7026	Deferred Delivery of Technical Data or Computer Software (Apr 1988)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (Apr 1988)
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (Jun 1995)
252.227-7037	Validation of restrictive markings on technical data (Jun 2013)
252.228-7001	Ground and Flight Risk (June 2010)
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (Dec 1991)
252.244-7000	Subcontracts for Commercial Items and Commercial Components (June 2013)
252.246-7003	Notification of Potential Safety Issues (Jun 2013) (Applicable if Order is for parts identified as critical safety items; systems and subsystems, assemblies, and subassemblies integral to a system; or repair, maintenance, logistics support, or overhaul services for the foregoing items; Notice in (c) shall be to Buyer and notice shall be as provided in (f)(2) without modification of terms)
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (May 2014)
252.247-7023	Transportation of Supplies by Sea—Basic (Apr 2014) (Applicable if Order exceeds \$150,000)
252.247-7024	Notification of Transportation of Supplies by Sea (Mar 2000)
252.249-7002	Notification of Anticipated Contract Termination or Reduction (Oct 2010) if this Purchase Order exceeds \$150,000