OECO LLC

Supplemental terms of purchase - FAR/DFARS clauses

Goods furnished under this purchase order are for use under a United States (US) Government prime contract or subcontract. Seller shall comply with all applicable US Government provisions and clauses identified by Buyer as flow-down provisions for any order, including Federal Acquisition Regulation (FAR), Department of Defense FAR Supplement (DFARS), or other agency supplement contract provisions (together "FAR Clauses").

The clauses set out below are each incorporated by reference and made part of this Order in addition to Buyer's Global Standard Purchasing Conditions clauses. These FAR and DFARS clauses are available at www.acquisition.gov and by acceptance of this Order, Seller acknowledges and agrees to such incorporation by reference.

1. The terms and conditions of this Order include all applicable US Government provisions and certifications listed below and all such other US Government provisions expressly 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 applicable 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 below; if no version date is specified, then the version date as of the date the Order is executed shall apply, unless otherwise specified in the Order. 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 arising from Seller's failure to comply with applicable Flow-down Clauses. Seller shall reimburse Buyer for any loss by or damage to Buyer in the event that Buyer or Buyer's customer makes a determination that, where applicable, 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 reference to a "Disputes" clause shall mean the disputes provision of this Order. 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 US Government or Buyer's Customer. 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 as required below and (3) its quality, testing and inspection procedures as required below. Seller shall allow Buyer and Buyer's customer to reasonably review Seller's compliance with applicable FAR and DFARS provisions below, upon request.

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 subcontracts, subcontracts exceeding certain thresholds in monetary value, the location of performance or the size status of the Seller. Notwithstanding the foregoing, Flow-down Clauses listed below 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 52.227/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 US 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 US 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 US 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 US 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 US Government or the Contracting Officer or a duly authorized representative, in which case Seller grants Buyer such additional rights as are needed to perform such clause under Buyer's contract with its customer. These FAR and DFARS clauses apply to Seller in a manner which reflects the position of Seller as a subcontractor to Buyer, to ensure Seller's obligations to Buyer and to the US Government and to enable Buyer to meet its obligations under its contract or subcontract with Buyer's customer.

9. For all Seller performance in the United States: Equal Employment Opportunity and Non-Discrimination: Buyer is a US 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), 60-20, 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, sexual orientation, sexual stereotypes, gender identification or transgender status, pregnancy, childbirth or related conditions, or national origin. Moreover, these regulations and clauses require that covered US Government contractors or subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, sexual stereotypes, gender identification or transgender status, pregnancy, childbirth or related conditions, national origin, protected veteran status or disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay; fringe benefits or other forms of compensation; and selection for training, including apprenticeship. Seller agrees to post in conspicuous places, available to employees and applicants for employment, required notices setting forth the provisions of this nondiscrimination clause.

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 US 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 US FEDERAL GOVERNMENT.

The following Flow-down Clauses apply to this Purchase Order. The definitions of FAR 2-101 shall apply to these clauses, including to determinations of commercial items. All currency referenced is in US dollars.

FAR and DFARS for all firm fixed price Orders to Seller

FAR

52.203-3	Gratuities (Apr. 1984) (Applicable if Order exceeds $150,000)
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)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010) (Applicable if Order exceeds $150,000)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014) (Applicable if Order exceeds $150,000)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (October 2016) (Applicable only to the extent Seller shall cooperate with Buyer in reporting required information on first tier subcontract awards.)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (June 2016) (Applicable only if Seller may have Federal contract information residing in or transiting through its information system.) (Not applicable to commercial off the shelf products.)
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”)
52.215-14	Integrity of Unit Prices (Oct 2010) (Applicable if Order exceeds $150,000) (Not applicable to commercial items)
52.222-50	Combating Trafficking in Persons (March 2015)
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997)
52.223-7	Notice of Radioactive Materials (Jan 1997) (The blank in paragraph (a) shall be “60”) (Applicable only to Orders for radioactive materials)
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June 2016)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (Applicable if Order exceeds $3,500)
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	Restrictions on Certain Foreign Purchases (Jun 2008)
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan – Certification (Aug 2009)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (Dec 2012)
52.227-1	Authorization and Consent (Dec 2007) (Applicable if Order exceeds $150,000) (Not applicable if both complete performance and delivery are outside of the US)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007) (Applicable if Order exceeds $150,000) (Not applicable if both complete performance and delivery are outside the US)
52.227-9	Refund of Royalties (Apr 1984) (Applicable if royalties paid by Seller exceed $250)
52.227-11	Patent Rights—Ownership by the Contractor (May 2014) (Applicable if Order is for experimental, developmental, or research work)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.234-1	Industrial Resources Developed Under Title III, Defense Production Act (Sep 2016)
52.242-15	Stop-Work Order (Aug 1989)
52.243-1	Changes – Fixed Price (Aug 1987) (For changes directed for the US Government)

52.244-6	Subcontracts for Commercial Items (Oct 2016)
52.245-1	Government Property (Apr 2012) (Applicable to Orders where Seller is furnished US Government property for performance)
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) (Applicable if 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 (Oct 2016)
252.204-7009	Limitations on the Use or Disclosure of Third-party Contractor Reported Cyber Incident Information (Oct 2016) (Applicable if Order involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (Oct 2016) (Applicable where unclassified controlled defense information is collected, developed, received, used, transmitted or stored; incident reports and notifications under (m)(2) shall be reported by Seller to Buyer (as “prime contractor” under this provision) utilizing Buyer designated process)
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support (May 2016)
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material (Dec 1991)
252.209-7004	Subcontracting With Firms That are Owned or Controlled by the Government of a Terrorist Country (Mar 2014)
252.211-7003	Item Unique Identification and Valuation (Mar 2016) (Applicable if item price exceeds $5,000 per unit)
252.223-7001	Hazard Warning Labels (Dec 1991)
252.223-7008	Prohibition of Hexavalent Chromium (Jun 2013)
252.225-7001	Buy American and Balance of Payments Program (Aug 2016) (Applies only to Sellers outside the US)
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 Certain Articles Containing Specialty Metals. (Oct 2014)
252.225-7012	Preference for Certain Domestic Commodities (Aug 2016)
252.225-7013	Duty-Free Entry (May 2016)
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (June 2005)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (June 2011) (Not applicable if Order is for commercial items or for supplies not containing ball or roller bearings)
252.225-7048	Export-Controlled Items (Jun 2013)
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) (Applicable if Order requires delivery of technical data pertaining to commercial items)
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 2016) (Applicable if Order requires delivery of computer software)
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 (June 1995)
252.227-7030	Technical Data–Withholding of Payment (Mar 2000)
252.227-7037	Validation of Restrictive Markings on Technical Data (Sep 2016) (Applicable if Order requires delivery of technical data)
225.228-7001	Ground and Flight Risk (June 2010)
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (Dec 1991) (Applicable if Order involves the manufacture, modification, overhaul, or repair of aircrafts, missiles, and space launch vehicles or components thereof)
252.235-7003	Frequency Authorization (Mar 2014) (Applicable only to Orders for developing, producing, constructing, testing, or operating a device requiring a frequency authorization)
252.243-7001	Pricing of Contract Modifications (Dec 1991)
252.244-7000	Subcontracts for Commercial Items (Jun 2013)

252.246-7000	Material Inspection and Receiving Report (Mar 2008) (Seller shall cooperate with Buyer to ensure that necessary reports are provided to the Government)
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 (Aug 2016)
252.246-7008	Sources of Electronic Parts (Aug 2016) (Not applicable if Seller is the original manufacturer)
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) (Applicable if Order exceeds $150,000)

Additional FARS/DFARS for firm fixed price Orders to Sellers performing in the US

FAR

52.211-15	Defense Priority and Allocation Requirements (Apr 2008)
52.219-08	Utilization of Small Business Concerns (Oct 2014)
52.219-09	Small Business Subcontracting Plan (Oct 2016) (Applicable if Order exceeds $700,000)
52.219-16	Liquidated Damages—Subcontracting Plan (Jan 1999) (Applicable if Order exceeds $700,000)
52.222-04	Contract Work Hours and Safety Standards– Overtime Compensation (May 2014) (Applicable if Order involves ` employment of laborers and mechanics)
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding $15,000 (May 2014)
52.222-21	Prohibition of Segregated Facilities (Apr 2015)
52.222-26	Equal Opportunity (Sep 2016)
52.222-35	Equal Opportunity for Veterans (Oct 2015) (Applicable if Order exceeds $150,000)
52.222-36	Equal Opportunity for Workers with Disabilities (July 2014) (Applicable if Order exceeds $15,000)
52.222-37	Employment Reports on Veterans (Feb 2016) (Applicable if Orders exceeds $150,000)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (Applicable if Order exceeds $10,000)
52.222-41	Service Contract Labor Standards (May 2014) (Applicable if Order is subject to the Service Contract Labor Standards)
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)
52.222-55	Minimum Wages Under Executive Order 13658 (Dec 2015) (Applicable if Order is subject to the Service Contract Labor Standards statute)
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)

DFARS

252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements (Dec 2010) (Applicable if Order exceeds $1,000,000 and is for a non-commercial product)
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004) (Applicable if Order exceeds $500,000)

Additional FAR/DFARS for firm fixed price orders to seller over $750,000

FAR

52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015) (Applicable if Order exceeds $5,500,000)
52.203-14	Display of Hotline Poster(s) (Oct 2015) (Applicable if Order exceeds $5,500,000) (Not applicable if Order is for commercial items or for performance entirely outside the United States)
52.215-02	Audit and Records – Negotiation (Oct 2010) (Applicable if Order requires certified cost or pricing data under FAR 15.403-1)
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications (Aug 2011)
52.215-12	Subcontractor Certified Cost or Pricing Data (Oct 2010) (Applicable if Order exceeds $750,000 unless otherwise exempt from certified cost/pricing data under FAR 15.403-1)
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications (Oct 2010) (Applicable if Order exceeds $750,000 unless otherwise exempt from certified cost or pricing data under FAR 15.403-1)
52.215-15	Pension Adjustments and Asset Reversions (Oct 2010) (Applicable if Order exceeds $750,000 unless otherwise exempt from certified cost or pricing data under FAR 15.403-1)
52-215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005) (Applicable if Order exceeds $750,000 unless otherwise exempt from certified cost or pricing data under FAR 15.403-1)
52.215-19	Notification of Ownership Changes (Oct 1997) (Applicable if Order exceeds $750,000 unless otherwise exempt from certified cost or pricing data under FAR 15.403-1)
52.215-23	Limitations on Pass-Through Charges (Oct 2009) (Applicable if Order exceeds $750,000 unless otherwise exempt from certified cost or pricing data under FAR 15.403-1)
52.230-02	Cost Accounting Standards (October 2015) (Applicable if Order exceeds $750,000 and not otherwise exempt under FAR 15.403-1)
52.230-03	Disclosure and Consistency of Cost Accounting Practices (Oct 2015) (Applicable if Order exceeds $750,000 and not otherwise exempt under FAR 15.403-1)
52.230-04	Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns (Oct 2015) (Applicable if Order exceeds $750,000 unless otherwise exempt from certified cost or pricing data under FAR 15.403-1)
52.230-06	Administration of Cost Accounting Standards (Jun 2010) (Applicable if Order exceeds $750,000)

DFARS

252.203-7004	Display of Hotline Posters (Oct 2016) (Applicable if Order exceeds $5,500,000) (Not applicable if Order is for commercial items or will be performed entirely outside of the US)
252.211-7000	Acquisition Streamlining (Oct 2010) (Applicable if Order exceeds $1,500,000)
252.215-7000	Pricing Adjustments (Dec 2012)
252.225-7033	Waiver of United Kingdom Levies (Apr 2003) (Applicable if Seller expects to issue lower-tier orders to a UK firm exceeding $1,000,000)