



Standard Purchase Order Terms/Conditions and Flow Down Clauses

IT IS THE SOLE RESPONSIBILITY OF SELLER TO COMPLY WITH THE FAR AND DFAR CLAUSES APPLICABLE TO SELLER AND THE SUBJECT MATTER OF THE PURCHASE ORDER. THE FOLLOWING CLAUSES ARE APPLICABLE TO PURCHASE ORDERS AND SUBCONTRACTS BASED ON INDIVIDUAL AND/OR ANNUAL PROCUREMENT AMOUNTS AND/OR TYPE OF CONTRACT AS DEFINED BY THE REGULATIONS.

All clauses, provisions, and notices are incorporated herein by reference with the same force and effect as if set forth in full text, and made a part of the solicitation/order as applicable.

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses:

- 52.202-1 Definitions
- 52.203-3 Gratuities
- 52.203-6 Restrictions on Subcontractor Sales to the Government
- 52.203-7 Anti-Kickback Procedures
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- 52.204-2 Security Requirements
- 52.208-8 Required Sources for Helium and Helium Usage Data
- 52.209-6 Protecting the Government 's Interest When Subcontracting with Contractors
- 52.211-9024 Debarred, Suspended, or Proposed for Debarment
- 52.211-15 Shelf-Life Items Manufacturing Restrictions
- 52.214-15 Defense Priority and Allocation Requirements
- 52.214-26 Audit and Records- Sealed Bidding
- 52.214-27 Price Reduction for Defective Cost or Pricing Data - Modification – Sealed Bidding
- 52.214-28 Subcontractor Cost or Pricing Data Modifications - Sealed Bidding
- 52.215-2 Audit and Records - Negotiation
- 52.215-10 Price Reduction for Defective Cost or Pricing Data
- 52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications
- 52.215-12 Subcontractor Cost or Pricing Data
- 52.215-13 Subcontractor Cost or Pricing Data – Modifications
- 52.215-14 Integrity of Unit Prices
- 52.215-15 Pension Adjustments and Asset Reversions
- 52.215-18 Reversions or Adjustments of Plans for Post-Retirement Benefits (PRB) Other than Pensions
- 52.215-19 Notification of Ownership Changes
- 52.219-8 Utilization of Small Business Concerns
- 52.219-9 Small Business Subcontracting Plan
- 52.219-16 Liquidated Damages - Subcontracting Plan
- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation
- 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity



- **52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C.4212(a))**
This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a), as applicable. This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- **52.222-36 Affirmative Action for Workers with Disabilities**
This Contractor and subcontractor shall abide by the Act requirements of 41 CFR 60-741.5(a), as applicable. This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- 52.222-37 Employment Reports on Veterans
- 52.222-41 Service Contract Labor Standards
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- 52.223-3 Hazardous Material Identification and Material Safety Data
- 52.223-7 Notice of Radioactive Materials
- 52.223-11 Ozone Depleting Substances and High Global Warming Potential Hydrofluorocarbons
- 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners
- 52.223-14 Acquisition of EPEAT®-Registered Televisions
- 52.224-2 Privacy Act
- 52.225-3 Buy American Act - Supplies
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.227-1 Authorization and Consent
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
- 52.227-6 Royalty Information
- 52.227-9 Refund of Royalties
- 52.227-14 Rights in Data- General
- 52.228-5 Insurance - Work on a Government Installation
- 52.229-3 Federal, State, and Local Taxes
- 52.230-2 Cost Accounting Standards
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices
- 52.230-6 Administration of Cost Accounting Standards
- 52.234-1 Industrial Resources Developed Under Defense Product Act Title III, Defense Production Act
- 52.236-13 Accident Prevention
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation
- 52.244-6 Subcontracts for Commercial Items and Commercial Components
- 52.246-23 Limitation of Liability
- 52.247-63 Preference for US Flag Air Carriers
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels
- 52.248-1 Value Engineering
- 52.248-3 Value Engineering- Construction
- 52.252-2 Clauses Incorporated by Reference



Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) Clauses:

- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related-Felonies
- 252.204-7000 Disclosure of Information
- 252.208-7000 Intent to Furnish Precious Metals as Government- Furnished Material
- 252.222-7000 Restrictions on Employment of Personnel
- 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials
- 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
- 252.225-7001 Buy American Act and Balance of Payments Program
- 252.225-7012 Preference for Certain Domestic Commodities
- 252.225-7013 Duty-Free Entry
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings
- 252.225-7019 Restriction on Acquisition of Foreign Anchor and Mooring Chain
- 252.225-7025 Restriction on Acquisition of Forgings
- 252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
- 252.225-7036 Buy American Act – Trade Agreements – Balance of Payments Program
- 252.225-7038 Restriction on Acquisition of Air Circuit Breakers
- 252.225-7044 Balance of Payments Program – Construction Material
- 252.227-7013 Rights in Technical Data – Noncommercial Items
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
- 252.227-7016 Rights in Bid or Proposal Information
- 252.227-7019 Validation of Asserted Restrictions - Computer Software
- 252.227-7030 Technical Data - Withholding of Payment
- 252.227-7033 Rights in Shop Drawings
- 252.227-7037 Validation of Restrictive Markings on Technical Data
- 252.244-7000 Subcontracts for Commercial Items and Commercial Components
- 252.246-7001 Warranty of Data
- 252.247-7023 Transportation of Supplies by Sea



Standard Purchase Order Terms/Conditions

- Records which are maintained by a supplier shall be maintained for adequacy in the following areas: Identification / Legibility / Retrievability / Protection / Retention Time (for a minimum of 10 years, or as required by Weckworth Manufacturing PO). Records shall be made available to customers and regulatory authorities upon request by Weckworth Manufacturing, and shall be verified as necessary.
 - Suppliers are not authorized to ship nonconforming unit(s) to Weckworth Manufacturing. If the supplier does ship nonconforming unit(s) the supplier must notify Weckworth Manufacturing prior to receipt. Nonconforming unit(s) must be segregated from conforming unit(s) and must identify the nonconformance.
 - If supplier is manufacturing unit(s) from Weckworth Manufacturing supplied material the supplier must notify Weckworth Manufacturing of any scrap.
 - Requirements for qualification of personnel shall be in accordance with process requirements as stipulated in specifications or standards.
 - Where previous approval for a process had been accepted the supplier is required to notify Weckworth Manufacturing of changes in product and / or process, changes of supplier, changes of manufacturing facility location, and where required, obtain approval.
 - The supplier is required to flow down to sub-tier suppliers the applicable requirements in purchasing documents, including key characteristics when required.
 - When Key characteristics are defined within the purchase order or engineering package the supplier is required to inspect delivered units 100% for those characteristics, and to submit to Weckworth Manufacturing all inspection data (which includes variable measurements obtained on all unit(s)).
 - Work must be accomplished in accordance with the current specifications unless otherwise instructed on the purchase order.
 - Right of access by Weckworth Manufacturing, Weckworth Manufacturing customer, and regulatory authorities to all facilities (including suppliers) and records involved in the production of a specific order.
 - Accounts Payable aging will not commence prior to receipt of necessary Quality Assurance documents.
 - When a certificate of conformance is a purchase order requirement, the supplier is required to identify the revision status of the product being delivered, when applicable.
 - In the event that the Supplier fails to deliver the total quantity of goods specified by the Purchase order, Buyer will review said quantity and determine impact towards remaining quantity on Purchase Order. If quantity received adequately satisfies Buyer's ability to perform manufacturing requirements balance of undelivered quantity will be considered closed, unless otherwise agreed to Buyer and Seller.
 - Chain of Custody (Disguising intermediate ownership) - Suppliers shall not disguise the pedigree of material or chain of ownership by removal of previous supplier's name, nomenclature or identification.
- The organization shall be responsible for the conformity of all products purchased from suppliers, including product from sources defined by Weckworth Manufacturing or Weckworth Manufacturing customers.**