

1. The following clauses are incorporated by reference in the Purchase Order, with the same force and effect as if they were given in full text and notwithstanding the requirements of FAR 52.102. The effective version of each clause shall be the same version that appears in HarcoSemco's contract with its customer. Certain clauses below may state at least a portion of the threshold criteria as to applicability. Notwithstanding any such applicability notation, Supplier is fully responsible for reviewing each clause to determine applicability based on stated threshold criteria and maintaining compliance. In the event of a conflict between the clauses in this document and clauses set forth in a Purchase Order, these clauses shall control. Unless otherwise noted below, for those clauses that are applicable based upon specified criteria, thresholds, or both, such clause is applicable when the criteria, thresholds, or both are applicable. The full text of these clauses can be accessed on the internet at <https://www.acquisition.gov>.
2. Several FAR and DFARS clauses may require the submission of certifications and representations. Supplier shall furnish any such certifications or representations that HarcoSemco determines if necessary for compliance with such requirements.
3. In all FAR and DFARS clauses listed, the terms "Government," "Contracting Officer," and "Contractor" shall be revised to suitably identify HarcoSemco and Supplier and affect the proper intent of the provision, given the context of the provision, except where further clarified or modified below. "Subcontractor," however, shall mean "Supplier" under a Purchase Order when the clause is required to be further flow-downed to sub tiers or the context of the clause so dictates. However, the words "Government" and "Contracting Officer" do not change when: i) a right, act, authorization, or obligation can be granted or performed only by the Government or prime contract Contracting Officer or duly authorized representative and/or when; ii) title to property is to be transferred directly to the Government.
4. Any reference to the "Disputes" clauses contained in the FAR are not applicable and all disputes between HarcoSemco and Supplier shall be governed by the disputes provision set forth in HarcoSemco's Purchase Order terms and conditions or other such contract vehicle with Supplier. No provision in any Purchase Order or otherwise gives Supplier a direct right of action against HarcoSemco's customer or the U.S. Government.
5. The clauses listed below under "Commercial Product or Commercial Service Acquisitions," Section A and B, are applicable when Supplier is furnishing products or services that qualify as a "commercial product" or a "commercial service" under FAR 2.101 and where Supplier has submitted a Commercial Product or Service Determination ("CP/SD") to HarcoSemco and HarcoSemco and its customer, or the U.S. Government have concurred with Supplier's assertion. Further, Suppliers of commercial products or commercial services agree to all additional clauses of HarcoSemco's higher-tier contract that are necessary for HarcoSemco to satisfy its contractual obligations.
6. To the extent that a Purchase Order includes a Defense Priorities and Allocation System ("DPAS") rating (a "DPAS Rated Order"), Supplier shall follow all the provisions of 15 CFR 700 Et Seq. (The "DPAS Regulation"). All DPAS Rated Purchase Orders must be accepted or rejected in writing (hardcopy or electronic format) as follows: (i) "DO" DPAS Rated Purchase Orders must be accepted or rejected within 15 working days after Purchase Order receipt by Supplier; (ii) "DX" DPAS Rated Purchase Orders must be accepted or rejected within 10 working days after Purchase Order receipt by Supplier; and (iii) rejections must specify the reason for the rejection. If, after acceptance of the Purchase Order, Supplier subsequently finds that shipment or performance will be delayed, Supplier must notify HarcoSemco immediately in writing (hardcopy or electronic format), provide reasons for the delay, and advise of a new shipment or performance date. Such notice shall not excuse Supplier from strictly adhering to contracted delivery dates. For Purchase Orders that include both DPAS Rated Order quantities and unrated Order quantities, Supplier is only required to follow the DPAS regulation as it pertains to DPAS Rated Order quantities.



**APPENDIX A TO HARCOSEMCO STANDARD TERMS AND CONDITIONS  
FLOW-DOWN OF U.S. GOVERNMENT CONTRACT CLAUSES**

**A. Commercial Product or Commercial Service Acquisitions**

In addition to any other clauses set forth in the Purchase Order, the following FAR clauses are applicable to Purchase Orders for a verified “commercial product,” or “commercial service” as defined under FAR 2.101 and supporting U.S. Government Contracts	
52.203-7	Anti-Kickback Procedures (Excepting paragraph (c)(1))(Applicable to Purchase Orders that exceed \$150,000 or the dollar threshold in effect of the date of HarcoSemco’s customer contract.)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to Purchase Orders exceeding \$150,000 or the dollar threshold in effect as of the date of the HarcoSemco’s customer contract.)
52.203-13	Contractor Code of Business Ethics and Conduct (Applicable to Purchase Orders (i) that have a value more than \$6,000,000 or the dollar threshold in effect as of the date of HarcoSemco’s customer contract; and (ii) that has a performance period of more than 120 days.) (In Paragraph (b)(3)(i), the meaning of “agency office of the Inspector General” and “Contracting Officer” does not change, in Paragraph (b)(3)(ii) the meaning of “Government” does not change, and in Paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meaning of “OIG of the ordering agency”, “IG of the agency”, “agency OIG”, and “Contracting Officer do not change.)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Applicable to Purchase Orders of \$30,000 or more (or the dollar threshold in effect as of the date of HarcoSemco’s prime USG contract) when HarcoSemco is the prime contractor.) (The usual substitution of the parties is not applicable to this clause. Supplier shall report to HarcoSemco the information required under this clause.)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (Applicable to Purchase Orders, other than those for commercially available off-the-shelf items, in which Supplier may have Federal contract information residing in or transiting through its information system.)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (note: not including (b)(2) or (d)(2))
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (note: pursuant to (e), not including (b)(2))
52.204-27	Prohibition on a Byte Dance Covered Application
52.209-6	Protecting the Government’s Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Applicable to Purchase Orders exceeding \$35,000 or the dollar threshold in effect as of the date of the Prime Contract, except for Purchase Orders for commercially available off-the-shelf items.)
52.211-15	Defense Priority and Allocations Requirements
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Purchase Orders – Commercial Products and Commercial Services
52.219-8	Utilization of Small Business Concerns (Applicable to Purchase Orders that offer further subcontracting opportunities.)
52.222-21	Prohibition of Segregated Facilities (not applicable if FAR 52.222-26 is not applicable due to the work being performed outside of the United States by employees recruited outside the United States.)
52.222-26	Equal Opportunity (Applicable to Purchase Orders that are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, or exempt because the work is performed outside of the United States by employees recruited outside the United States.)
52.222-35	Equal Opportunity for Veterans (Applicable to Purchase Orders of \$150,000 or more, or the dollar threshold in effect as of the date of the Prime Contract. Not applicable if the work is performed outside of the United States by employees recruited outside the United States.)
52.222-36	Affirmative Action for Workers with Disabilities (Applicable to Purchase Orders exceeding \$15,000 or the dollar threshold in effect as of the date of the Prime Contract. Not applicable if the work is performed outside of the United States by employees recruited outside of the United States.)
52.222-37	Employment Reports for Veterans (Applicable to Purchase Orders at or over the Simplified Acquisition Threshold (see FAR 2.101). Not applicable if the work is performed outside of the United States by employees recruited outside of the United States.)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Applicable to Purchase Orders that exceed \$10,000. Not applicable to work performed exclusively outside of the United States.)
52.222-50	Combating Trafficking in Persons

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52.222-54	Employment Eligibility Verification (not applicable to work performed outside the United States.)
52.223-7	Notice of Radioactive Materials (Supplier shall notify HarcoSemco if any goods under this Order contains any of the material as described in this clause. Insert 45 days in the blank in paragraph (a) of the clause unless otherwise indicated in the Order.)
52.224-3	Privacy Training (applies to Orders if flow down is required pursuant to 52.224-3(f))
52.225-1	Buy American – Supplies (Not applicable to Orders for commercially available off-the-shelf items (COTS) as defined at FAR 2.101. Supplier must have an approved Commercial Product or Service Determination on file with HarcoSemco.)
52.225-13	Restrictions on Certain Foreign Purchases
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.244-6	Subcontracts for Commercial Products and Commercial Services
52.245-1	Government Property (applicable to any Order if U.S. Government property is furnished to Supplier)
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels

**B. Commercial Product or Commercial Service Acquisitions in Support of U.S. Department of Defense (DoD)**

In addition to any other clauses set forth in the Purchase Order, the following Defense Federal Acquisition Regulation Supplement (DFARS) clauses are applicable for a verified “commercial product,” or “commercial service” as defined under FAR 2.101 and supporting U.S. Government (DoD) Contracts

252.203-7002	<b>Requirement to Inform Employees of Whistleblower Rights</b>
252.203-7003	<b>Agency Office of the Inspector General</b> (applicable when Purchase Order includes FAR 52.203-13, Contractor Code of Business Ethics and Conduct)
252.204-7000	<b>Disclosure of Information</b>
252.204-7009	<b>Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information</b>
252.204-7012	<b>Safeguarding of Unclassified Controlled Technical Information</b> (Applicable to all Purchase Orders except if providing a Commercial Off-the-Shelf (COTS) item. Supplier must have an approved CP/SD on file with HarcoSemco.)
252.204-7014	<b>Limitations on the Use or Disclosure of Information by Litigation Support Contractors</b>
252.204-7015	<b>Disclosure of Information to Litigation Support Contractors</b>
252.204-7016	<b>Covered Defense Telecommunications Equipment or Services – Representation</b>
252.204-7017	<b>Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services – Representation</b>
252.204-7018	<b>Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services</b>
252.204-7019	<b>Notice of NIST SP 800-71 DoD Assessment Requirements</b>
252.204-7020	<b>NIST SP 800-171 DoD Assessment Requirements</b> (Applicable to all Purchase Orders except if providing a Commercial Off-the-Shelf (COTS) item. Supplier must have an approved CP/SD on file with HarcoSemco.)
252.211-7008	<b>Use of Government Assigned Serial Numbers</b> (Applicable if flow down required pursuant to DFARS 211.274-6(c))
252.211-7003	<b>Item Unique Identification and Valuation</b> (Supplier’s obligations under this clause are limited to cooperating with HarcoSemco’s efforts to comply with this clause, including granting HarcoSemco access to Supplier’s deliverables at its facilities and to appropriate property records.)
252.215-7010	<b>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data</b>
252.223-7008	<b>Prohibition of Hexavalent Chromium</b>
252.225-7007	<b>Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies</b>
252.225-7008	<b>Restriction on Acquisition of Specialty Metals</b>
252.225-7009	<b>Restriction on Acquisition of Certain Articles Containing Specialty Metals</b> (excluding paragraph (d) and paragraph (e)(1) which are deleted from this clause).
252.225-7048	<b>Export-Controlled Items</b>
252.225-7052	<b>Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten</b>

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252.225-7972	<b>Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems</b> (DEVIATION 2020-00015) (Applicable to all Purchase Orders, unless (a) the acquisition is for counter-unmanned aircraft system surrogate testing and training, or for intelligence, electronic warfare, and information warfare operations, texting, analysis, and training; or (b) a waiver has been granted by the Secretary of Defense.)
252.227-7015	<b>Technical Data – Commercial Items</b>
252.232-7017	<b>Accelerating Payments to Small Business Subcontractors - Prohibition on Fees and Consideration</b> (Applicable to Purchase Orders with small business concerns when HarcoSemco receives Accelerated Payments under its contract.)
252.239-7018	<b>Supply Chain Risk</b> (Applicable to Purchase Orders involving the development or delivery of any information technology, as defined in the clause, as a service or a supply.)
252.244-7000	<b>Subcontracts for Commercial Items</b>
252.246-7003	<b>Notification of Potential Safety Issues</b> (Applicable to Purchase Orders for (i) parts defined as critical safety items in accordance with this clause; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; and (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.)
252.246-7007	<b>Contractor Counterfeit Electronic Part Detection and Avoidance System</b> (Only Subsection (a) through (e) of the clause are applicable to Purchase Orders.)
252.246-7008	<b>Sources of Electronic Parts</b>
252.247-7023	<b>Transportation of Supplies by Sea</b>

**C. United States Federal Government Acquisitions**

When the goods or services are for use in connection with a U.S. Government contract or higher-tiered subcontract, in addition to the clauses set forth in the Purchase Order, the following FAR clauses shall apply, as required by the terms of the prime contract, higher tiered subcontract, or by operation of law or regulation.

52.202-1	<b>Definitions</b>
52.203-3	<b>Gratuities</b>
52.203-5	<b>Covenant Against Contingent Fees</b>
52.203-8	<b>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity</b>
52.203-10	<b>Price or Fee Adjustment for Illegal or Improper Activity</b>
52.203-19	<b>Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements</b>
52.204-9	<b>Personal Identity Verification of Contractor Personnel</b>
52.204-21	<b>Basic Safeguarding of Covered Contractor Information Systems</b> (Applicable to Purchase Orders in which Supplier may have federal contract information residing in or transiting through its information system.)
52.204-23	<b>Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities</b>
52.204-24	<b>Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment</b>
52.204-25	<b>Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment</b>
52.204-27	<b>Prohibition on a Byte Dance Covered Application</b>
52.209-6	<b>Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</b>
52.211-5	<b>Material Requirements</b>
52.211-15	<b>Defense Priority and Allocation Requirements</b>
52.215-16	<b>Facilities Capital Cost of Money</b>
52.215-17	<b>Waiver of Facilities Capital Cost of Money</b>
52.215-19	<b>Notification of Ownership Change</b>
52.215-20	<b>Requirements</b>
52.219-8	<b>Utilization of Small Business Concerns</b> (Applicable to Purchase Orders that offer further subcontracting opportunities.)
52.222-1	<b>Notice to the Government of Labor Disputes</b>
52.222-21	<b>Prohibition of Segregated Facilities</b> (not applicable if FAR 52.222-26 is not applicable due to the work being performed outside of the United States by employees recruited outside the United States.)
52.222-26	<b>Equal Opportunity</b> (Applicable to Purchase Orders that are not exempted by the rules, regulations, or



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	orders of the Secretary of Labor issued under Executive Order 11246, as amended, or exempt because the work is performed outside of the United States by employees recruited outside the United States.)
52.222-50	<b>Combating Trafficking in Persons</b>
52.222-54	<b>Employment Eligibility Verification</b> (not applicable to work performed outside the United States.)
52.222-55	<b>Minimum Wages Under Executive Order 13658</b>
52.223-3	<b>Hazardous Material Identification and Material Safety Data</b>
52.223-7	<b>Notice of Radioactive Materials</b> (Supplier shall notify HarcoSemco if any goods under this Order contain any of the material as described in the clause. Insert 45 days in the blank in paragraph (a) of the clause unless otherwise indicated in the Order.
52.223-11	<b>Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons</b>
52.225-1	<b>Buy American – Supplies</b>
52.225-3	<b>Buy American-Free Trade Agreements-Israeli Trade Act</b>
52.225-5	<b>Trade Agreements</b>
52.225-8	<b>Duty-Free Entry</b> (Applies in accordance with paragraph (j) of the clause (in paragraph (c)(1), change “20 calendar days” to “30 calendar days” and in paragraph (c)(2), change “10 calendar days” to “20 calendar days”))
52.225-13	<b>Restrictions on Certain Foreign Purchases</b>
52.227-3	<b>Patent Indemnity</b>
52.227-9	<b>Refund of Royalties</b>
52.227-11	<b>Patent Rights – Ownership by the Contractor</b>
52.227-14	<b>Rights in Data – General</b>
52.229-3	<b>Federal, State and Local Taxes</b>
52.229-6	<b>Taxes – Foreign Fixed-Price Contracts</b>
52.229-10	<b>State of New Mexico Gross Receipts and Compensating Tax</b>
52.230-2	<b>Cost Accounting Standards</b>
52.230-3	<b>Disclosure and Consistency of Cost Accounting Practices</b>
52.230-4	<b>Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns</b>
52.230-6	<b>Administration of Cost Accounting Standards</b>
52.232-40	<b>Providing Accelerated Payments to Small Business Subcontractors</b>
52.242-15	<b>Stop-Work Order</b>
52.243-6	<b>Change Order Accounting</b> (Applicable to Purchase Orders for supply and research and development contracts of significant technical complexity.)
52.244-5	<b>Competition in Subcontracting</b>
52.244-6	<b>Subcontracts for Commercial Items</b>
52.245-1	<b>Government Property</b>
52.245-9	<b>Use and Charges</b>
52.246-1	<b>Contractor Inspection Requirements</b>
52.246-2	<b>Inspection of Supplies – Fixed Price</b>
52.246-4	<b>Inspection of Services – Fixed Price</b>
52.246-16	<b>Responsibility for Supplies</b>
52.246-26	<b>Reporting Nonconforming Items</b> (Applicable to Purchase Orders for (i) items subject to higher-level quality standards in accordance with FAR 52.246-11; (ii) items that the HarcoSemco determines to be critical items for which use of the clause is appropriate; (iii) electronic parts or end items, components, parts, or materials containing electronic parts; or (iv) the acquisition of services, if the Supplier will furnish, as part of the service, any items that meet the above specified criteria.)
52.247-63	<b>Preference for U.S. Flag Air Carriers</b>
52.247-64	<b>Preference for Privately Owned U.S. Flag Commercial Vessels</b>
<b>Applicable to All Purchase Orders Over the Micro-Purchase Threshold as defined at FAR 2.101 also include:</b>	
52.222-3	<b>Convict Labor</b>
52.223-18	<b>Encouraging Contractor Policies to Ban Text Messaging While Driving</b>



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<b>Applicable to All Purchase Orders Over \$10,000 also include:</b>	
52.222-40	<b>Notification of Employee Rights Under the National Labor Relations Act</b> (Applicable to Purchase Orders that exceed \$10,000 or the dollar threshold in effect as of the date of the Prime Contract. Not applicable to work performed exclusively outside of the United States.)
<b>Applicable to All Purchase Orders Over \$15,000 also include:</b>	
52.222-36	<b>Affirmative Action for Workers with Disabilities</b> (Applicable to Purchase Orders exceeding \$15,000 or the dollar threshold in effect as of the date of the Prime Contract. Not applicable if the work is performed outside of the United States by employees recruited outside the United States.)
<b>Applicable to All Purchase Orders Over \$30,000 also include:</b>	
52.204-10	<b>Reporting Executive Compensation and First-Tier Subcontract Awards</b> (Applicable to Purchase Orders of \$30,000 or more (or the dollar threshold in effect as of the date of HarcoSemco's prime USG contract) when HarcoSemco is the prime contractor.) (The usual substitution of the parties is not applicable to this clause. Supplier shall report to HarcoSemco the information required under the clause.)
<b>Applicable to All Purchase Orders Over \$35,000 also include:</b>	
52.209-6	<b>Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment</b> (Applicable to Purchase Orders exceeding \$35,000 or the dollar threshold in effect as of the date of the Prime Contract, except for Purchase Orders for commercially available off-the-shelf items.)
<b>Applicable to All Purchase Orders Over \$150,000 also include:</b>	
52.203-7	<b>Anti-Kickback Procedures</b>
52.222-35	<b>Equal Opportunity for Veterans</b> (Not applicable if the work is performed outside of the United States by employees recruited outside the United States.)
52.222-37	<b>Employment Reports on Veterans</b> (Not applicable if the work is performed outside of the United States by employees recruited outside the United States.)
52.203-11	<b>Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions</b>
52.203-12	<b>Limitation on Payments to Influence Certain Federal Transactions</b>
52.222-4	<b>Contract Work Hours and Safety Standards – Overtime Compensation</b>
<b>Applicable to All Purchase Orders Over the Simplified Acquisition Threshold as defined at FAR 2.101 also include:</b>	
52.203-6	<b>Restrictions on Subcontract Sales to the Government</b>
52.203-17	<b>Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights</b>
52.215-2	<b>Audit and Records – Negotiation</b>
52.215-14	<b>Integrity of Unit Prices</b>
52.227-1	<b>Authorization and Consent</b>
52.227-2	<b>Notice and Assistance Regarding Patent and Copyright Infringement</b>
<b>Applicable to All Purchase Orders Over \$550,000 also include:</b>	
52.222-56	<b>Certification Regarding Trafficking in Persons Compliance Plan</b> (for supplies to be acquired or services performed outside the US, other than for COTS items)
<b>Applicable to All Purchase Orders Over \$750,000 also include:</b>	
52.219-9	<b>Small Business Subcontracting Plan</b> (not applicable if the work is performed by a small business concern)
<b>Applicable to All Purchase Orders Where Cost or Pricing Data is Required also include:</b>	
52.214-26	<b>Audit and Records – Sealed Bidding</b>
52.214-27	<b>Price Reduction for Defective Cost or Pricing Data – Modifications – Sealed Bidding</b>
52.214-28	<b>Subcontractor Cost or Pricing Data – Modifications Sealed Bidding</b>
52.215-11	<b>Price Reduction for Defective Certified Cost or Pricing Data</b>
52.215-12	<b>Subcontractor Certified Cost or Pricing Data</b>
52.215-13	<b>Subcontractor Certified Cost or Pricing Data – Modifications</b>
52.215-15	<b>Pension Adjustments and Asset Reversions</b>
52.215-18	<b>Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions</b>



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52.215-20	<b>Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing</b>
52.215-21	<b>Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data – Modifications</b>
52.215-23	<b>Limitations on Pass-Through Charges</b>
<b>Applicable to All Purchase Orders Over \$6,000,000 also include:</b>	
52.203-13	<b>Contractor Code of Business Ethics and Conduct</b> (Applicable to Purchase Orders (i) that have a value more than \$6,000,000 or the dollar threshold in effect as of the date of HarcoSemco’s customer contract; and (ii) that has a performance period of more than 120 days.) (In Paragraph (b)(3)(i), the meaning of “agency office of the Inspector General” and “Contracting Officer” does not change, in Paragraph (b)(3)(ii) the meaning of “Government” does not change, and in Paragraphs(b)(3)(iii) and (c)(2)(ii)(F), the meaning of “OIG of the ordering agency”, “IG of the agency” “agency OIG” and “Contracting Officer” do not change.)
52.203-14	<b>Display of Hotline Poster(s)</b> (Not applicable if the work is performed outside of the United States by employees recruited outside the United States.)

**D. United States Department of Defense (DoD) Acquisitions**

When the goods or services are for use in connection with a U.S. Government DoD contract or higher-tiered subcontract, in addition to the clauses set forth in the Purchase Order, the following DFARS clauses shall apply, as required by the terms of the Prime Contract, higher-tiered subcontract, or by operation of law or regulation.

With respect to any applicable DFARS incorporated into the Purchase Order relating to rights in noncommercial Technical Data and noncommercial Computer Software and noncommercial Computer Software documentation (collectively, “Non-Commercial Items”), the Supplier grants to HarcoSemco the perpetual right to use, disclose, modify, combine, transfer, integrate or make derivative works of any such Noncommercial items delivered under the Purchase Order. Ownership of any such derivative works shall vest in HarcoSemco.

**Applicable to All Purchase Orders Regardless of Dollar Value:**

252.203-7000	<b>Representation Relating to Compensation of Former DoD Officials</b>
252.203-7002	<b>Requirement to Inform Employees of Whistleblower Rights</b>
252.203-7003	<b>Agency Office of the Inspector General</b>
252.204-7000	<b>Disclosure of Information</b>
252.204-7009	<b>Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information</b>
252.204-7012	<b>Safeguarding Covered Defense Information and Cyber Incident Reporting</b>
252.204-7015	<b>Notice of Authorized Disclosure of Information for Litigation Support</b>
252.204-7016	<b>Covered Defense Telecommunications Equipment or Services – Representation</b>
252.204-7017	<b>Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services – Representation</b>
252.204-7018	<b>Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services</b>
252.204-7019	<b>Notice of NIST SP 800-171 DoD Assessment Requirements</b>
252.204-7020	<b>NIST SP 800-171 DoD Assessment Requirements</b>
252.208-7000	<b>Intent to Furnish Precious Metals as Government Furnished Material</b>
252.211-7003	<b>Item Unique Identification and Valuation</b> (Supplier’s obligations under this clause are limited to cooperating with HarcoSemco’s efforts to comply with this clause, including granting HarcoSemco access to Supplier’s deliverables at its facilities and to appropriate property records.)
252.223-7001	<b>Hazard Warning Labels</b>
252.223-7008	<b>Prohibition of Hexavalent Chromium</b>
252.225-7001	<b>Buy American Act and Balance of Payments Program</b>
252.225-7002	<b>Qualifying Country Sources as Subcontractors</b>
252.225-7007	<b>Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies</b>
252.225-7008	<b>Restriction on Acquisition of Specialty Metals</b>
252.225-7009	<b>Restriction on Acquisition of Certain Articles Containing Specialty Metals</b> (excluding paragraphs (d) and (e)(1) which are deleted from this clause.)
252.225-7010	<b>Commercial Derivative Military Article – Specialty Metals Compliance Certificate</b>
252.225-7012	<b>Preference for Certain Domestic Commodities</b>
252.225-7013	<b>Duty Free Entry</b>

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252.225-7015	<b>Restriction on Acquisition of Hand or Measuring Tools</b>
252.225-7016	<b>Restriction on Acquisition of Ball and Roller Bearings</b>
252.225-7021	<b>Trade Agreements</b>
252.225-7022	<b>Restrictions on Acquisition of Forgings</b>
252.225-7030	<b>Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate</b>
252.225-7033	<b>Waiver of United Kingdom Levies</b>
252.225-7036	<b>Buy American Act – Free Trade Agreement Balance of Payments Program</b>
252.225-7048	<b>Export Controlled Items</b>
252.225-7052	<b>Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten</b>
252.225-7058	<b>Post award Disclosure of Employment of Individuals Who Work in the People’s Republic of China</b>
252.225-7972	<b>Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-00015)</b>
252.227-7013	<b>Rights in Technical Data – Noncommercial Items</b>
252.227-7014	<b>Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation</b>
252.227-7015	<b>Technical Data – Commercial Items</b>
252.227-7016	<b>Rights in Bid or Proposal Information</b>
252.227-7017	<b>Identification and Assertion of Use, Release, or Disclosure Restrictions</b>
252.227-7019	<b>Validation of Asserted Restrictions – Computer Software</b>
252.227-7025	<b>Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends</b>
252.227-7026	<b>Deferred Delivery of Technical Data or Computer Software</b>
252.227-7027	<b>Deferred Ordering of Technical Data or Computer Software</b>
252.227-7018	<b>Technical Data or Computer Software Previously Delivered to the Government</b>
252.227-7030	<b>Technical Data – Withholding of Payment</b>
252.227-7037	<b>Validation of Restrictive Markings on Technical Data</b>
252.227-7038	<b>Patent Rights – Ownership by Contractor (Large Business)</b>
252.227-7039	<b>Patents – Reporting of Subject Inventions</b>
252.228-7005	<b>Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles</b>
252.231-7000	<b>Supplemental Cost Principles</b>
252.235-7003	<b>Frequency Authorization</b>
252.244-7000	<b>Subcontracts for Commercial Items</b>
252.245-7001	<b>Tagging, Labeling, and Marking of Government Furnished Property</b>
252.245-7002	<b>Reporting Loss of Government Property</b>
252.245-7003	<b>Contractor Property Management System Administration</b>
252.246-7001	<b>Warranty of Data</b>
252.246-7003	<b>Notification of Potential Safety Issues</b> (Applicable to Purchase Orders for (i) parts defined as critical safety items in accordance with this clause; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; and (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.)
252.246-7007	<b>Contractor Counterfeit Electronic Part Detection and Avoidance System</b> (Only Subsection (a) through (e) of the clause are applicable to Purchase Orders.)
252.246-7008	<b>Sources of Electronic Parts</b>
252.247-7023	<b>Transportation of Supplies By Sea</b>
<b>Applicable to All Purchase Orders Over \$150,000 also include:</b>	
252.209-7004	<b>Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism</b>
<b>Applicable to All Purchase Orders Over the Simplified Acquisition Threshold as defined at FAR 2.101 also include:</b>	
252.203-7001	<b>Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies</b>
252.215-7010	<b>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data</b>
<b>Applicable to All Purchase Orders Over \$500,000 also include:</b>	





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252.226-7001	<b>Utilization of Indian Organizations, Indian Owned Economic Enterprises and Native Hawaiian Small Business Concerns</b>
<b>Applicable to All Purchase Orders Over \$750,000 also include:</b>	
252.219-7003	<b>Small Business Subcontracting Plan</b>
<b>Applicable to All Purchase Orders Over \$1,000,000 also include:</b>	
252.222-7006	<b>Restrictions on the Use of Mandatory Arbitration Agreements</b>
<b>Applicable to All Purchase Orders Over \$6,000,000 also include:</b>	
252.203-7004	<b>Display of Hotline Posters</b>