



## **GENERAL PROVISIONS – FIRM FIXED PRICE PURCHASE ORDER**

### **U. S. Government Contract**

**1.0 Definitions** - As used throughout this Order, including provisions incorporated by reference, the following terms shall have the meaning set forth below:

- (a) “Buyer” means General Dynamics Mission Systems, Inc., the legal entity issuing this order.
- (b) “Buyer’s Authorized Procurement Representative” means the authorized Purchasing Agent, Subcontract Manager, or Contract Manager representing Buyer.
- (c) “Contractor” means “Seller”.
- (d) “Goods” means supplies or services provided by Seller.
- (e) “Government” means the Government of the United States of America.
- (f) “Order” means the contractual instrument (e.g. Agreement, Purchase Order or Subcontract) into which these General Provisions are incorporated.
- (g) “Seller” means the legal entity executing this Order with Buyer and which will furnish the Goods provided for herein.
- (h) “Work” means the subject of this Order, and therefore may include, without limitation, goods (e.g., materials, equipment, products, hardware, software, or information) or services (whether or not ancillary to the sale of goods) or both furnished by Seller to Buyer in performance of and pursuant to this Order.

**2.0 Formation of Order** - This is Buyer’s offer to purchase the Goods described in this Order. Acceptance is strictly limited to the terms and conditions included in this document. Buyer objects to, and is not bound by, any term or condition that differs from or adds to this offer, unless specifically agreed to in writing by Buyer’s Authorized Procurement Representative. Seller’s acceptance of this offer shall be evidenced by commencement of performance or by acceptance of this offer in writing.

### **3.0 Changes**

3.1 Buyer’s Authorized Procurement Representative may, in writing, direct changes in: (i) drawings, designs and specifications, to include technical requirements and descriptions included in the Statement of Work, (ii) reasonable adjustments in quantities and/or delivery schedules, (iii) place of delivery, inspection or acceptance, (iv) shipment or packing methods, (v) amount of Buyer-furnished property; and, if this Order includes services, (vi) description of services, place, and / or time of performance of the services, within the general scope of this Order. If the Buyer’s Authorized Procurement Representative directed change causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Order, whether or not changed by the directed change, Seller must assert any claim in writing within twenty-five calendar days and deliver a fully supported proposal to Buyer’s Authorized Procurement Representative within sixty calendar days after Seller’s receipt of such a directed change. Buyer and Seller shall negotiate an equitable adjustment in the price and / or schedule to reflect the increase or decrease. Failure of the parties to agree upon any adjustment shall not excuse Seller from performing in accordance with Buyer’s direction. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of Article 21.0 of this Order entitled “Dispute Resolution.” Buyer may, at its sole discretion, consider any claim regardless of when asserted. If Seller’s proposal includes the cost of property made obsolete or excess by the change, Buyer may direct the disposition of the property. Seller shall use its best efforts to mitigate damages by attempting to sell obsolete or excess supplies to other customers.

3.2 Buyer’s engineering and technical personnel may from time-to-time render assistance or give technical advice to, or discuss or affect an exchange of information with the Seller’s personnel concerning the Work hereunder. Such actions shall not be deemed to be a change under this Article 3.0 and shall not vest Seller with authority to change the Work hereunder. In the event Seller receives an instruction, order, or advice that Seller deems to be a change from anyone other than Buyer’s Authorized Procurement Representative, Seller shall immediately advise Buyer’s Authorized Procurement Representative of that instruction, order, or advice. Seller shall not be entitled to any adjustment of the Order price, delivery schedule or other Order provisions because of actions taken by the Seller pursuant to said instruction, order or advice without a written Purchase Order Revision, Change Order, or Supplemental Agreement to this Order issued by Buyer’s Authorized Procurement Representative.

3.3 The Seller shall not make any changes in the Work or end items (including assemblies, subassemblies, parts and components thereof) that do not conform to the requirements of this Order without the prior written consent of Buyer. Seller may prescribe a procedure for the reporting and approval of changes initiated by the Seller.

### **4.0 Rights and Use of Proprietary Information and Materials**

4.1 All (a) proprietary and/or trade secret information; (b) tangible items containing, conveying or embodying such information; and (c) tooling identified as being subject to this clause and obtained, directly or indirectly, from Buyer in connection with this Order that are clearly marked as "Proprietary" (collectively referred to as "Proprietary Information and Materials") shall remain Buyer's property and shall be protected from unauthorized use and disclosure.

4.2 Seller shall use Proprietary Information and Materials only in the performance of and for the purpose of this Order. The restrictions on disclosure or use of Proprietary Information and Materials by Seller shall apply to all materials derived by Seller or others from Buyer's Proprietary Information and Materials.

4.3 Upon the completion, termination, or cancellation of this Order, or upon Buyer's request at any time, Seller shall return to Buyer all of Buyer's Proprietary Information and Materials and all materials derived therefrom, unless specifically directed otherwise in writing by Buyer. Seller shall not, without the prior written authorization of Buyer, sell or otherwise dispose of (as scrap or otherwise) any parts or other materials containing, conveying, embodying or made in accordance with or by reference to any Proprietary Information and Materials of Buyer. Prior to disposing of such parts or other materials as scrap, Seller shall render them unusable. Buyer shall have the right to audit Seller's compliance with this Article 4.0.

4.4 Seller may disclose Proprietary Information and Materials of Buyer to its subcontractors as required for the performance of this Order, provided that each such subcontractor first agrees in writing to the same obligations imposed upon Seller under this Article 4.0 relating to Proprietary Information and Materials. Seller shall be liable to Buyer for any breach of such obligation by such subcontractor.

4.5 The provisions of this Article 4.0 are effective in lieu of any restrictive legends or notices applied to Proprietary Information and Materials. The provisions of this Article 4.0 shall survive the performance, completion, termination, or cancellation of this Order for a period of two years.

4.6 Nothing herein shall be construed or interpreted to limit or in any way restrict the rights of the government in regard to data, tooling, or designs it owns or has the right to use.

4.7 For as long as a separate non-disclosure agreement (NDA) or similar agreement which addresses the subject matter of this Article 4.0 is in force between Buyer and Seller, such NDA shall control in the case of any conflict between such NDA and Article 4.0 of this Order.

## **5.0 Work Performed on Buyer Premises or on Premises of Buyer's Customer(s) or Access to Buyer's Information Systems**

5.1 If this Order involves work by Seller on the premises of Buyer or Buyer's Customer(s), Seller shall comply with and take all precautions required by any safety and security regulations and Buyer internal policies or procedures to prevent the occurrence of any injury to person or property during the performance and progress of such Work. Seller shall promptly notify Buyer of any such injury or damage. In addition to any other indemnification obligations in this Order, Seller hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever to all persons, whether employees of Seller, or otherwise, and to all property, caused by, resulting from, or arising out of Seller's negligence or that of its agents or employees when performing Work on the premises of Buyer or Buyer's Customer(s).

5.2 Seller shall at all times enforce strict discipline and good conduct among its employees, and shall not employ in connection with the services covered by this Order any unqualified or unfit person or anyone not skilled in the Work assigned to him or her. Seller also agrees that any employee, subcontractor, or agent provided under this Order to Buyer will abide by and perform in accordance with the employment policies of Buyer, which address mandatory internal dispute resolution of all covered claims, sexual and other unlawful harassment, drug and alcohol abuse, and equal employment opportunity. Seller shall indemnify and hold Buyer harmless against any liability arising from a violation of such policies by Seller's employee, subcontractor, or agent. In addition to any other remedies available to Buyer, Buyer may, without notice and an opportunity to cure, expel from its property/worksites, or the property or worksite of Buyer's Customer(s), any employee, subcontractor or agent of Seller found violating any Buyer policy.

5.3 Seller must receive written permission from Buyer or Buyer's Customer(s) before storing any materials upon the premises or constructing any temporary workshop or other apparatus on the premises. Seller agrees to keep the premises free from accumulations of waste material or rubbish caused by its employees, subcontractors, or agents during performance, and at the completion of performance, Seller shall remove from the premises all rubbish, implements, and surplus materials and leave the premises broom clean, unless otherwise instructed by Buyer or Buyer's Customer(s). Seller shall properly store all loose tools and materials.

5.4 Prior to Buyer issuing any "No-Escort" badges to Seller's employees performing Work in the operating areas of Buyer's

premises or facilities for a period of 45 days or more within a 365-day period, or having any access to Buyer computer information systems for any period of time, Seller, shall, at its own expense, obtain a Background Investigation (BI) on the Seller's employee in accordance with standards established by Buyer's Security Organization.

## **6.0 Warranty**

6.1 Seller warrants that all Goods furnished under this Order shall conform at time of delivery to all specifications and requirements of this Order and shall be free from defects in materials and workmanship. To the extent Goods are not manufactured pursuant to detailed designs and specifications furnished by Buyer, the Goods shall be free from design and specification defects. This warranty shall survive inspection, test, acceptance of, and payment for the Goods. This warranty extends to Buyer and its successors, assigns and customers. Such warranty shall begin with Buyer's final acceptance and run for a period of one year. Unless otherwise provided in this Order, at Buyer's option, Buyer may (i) return the defective goods for credit or refund or (ii) direct Seller to promptly repair or replace defective goods, or (iii) repair or replace the defective goods using Buyer's employees or third parties and recover the cost of such repair or replacement from Seller. Return to Seller of defective Goods and redelivery to Buyer of corrected or replaced Goods shall be at Seller's expense. Goods required to be corrected or replaced shall be subject to this Article 6.0 in the same manner and to the same extent as Goods originally delivered under this Order, but only as to the corrected or replaced part or parts thereof. Even if the parties disagree about the existence of a breach of this warranty, Seller shall promptly comply with Buyer's direction to: (i) repair, rework or replace the Goods, or (ii) furnish any materials or parts and installation instructions required to successfully correct the defect or nonconformance. If the parties later determine that Seller did not breach this warranty, the parties shall equitably adjust the Order price.

6.2 Goods must be in accordance with their stated specifications or GDMS specification and drawing requirements in order to meet product safety requirements. Goods must perform to their designed or intended purpose without causing unacceptable risk of harm to persons or damage to property. Seller shall ensure that its employees are aware of their contribution to product conformity, their contribution to Product safety, and the importance of ethical behavior.

## **7.0 Schedule and Delays**

7.1 Time is of the Essence: Seller understands that time is of the essence and Buyer depends upon prompt delivery by Seller at the time specified in the schedules furnished by Buyer in order to comply with Buyer's contractual obligations to third parties. Because time is of the essence, on-time delivery is a material condition of this Order and Seller's failure to perform according to the delivery schedule shall be considered a material breach of this Order.

7.2 Prioritization of Buyer's Deliveries: Seller agrees that except as otherwise required by law or regulation, Buyer's order of Goods hereunder shall take priority over any other order from any other Seller customer placed contemporaneously with or subsequent to this Order. Without limiting the foregoing, Seller also recognizes that for Buyer orders issued under the Defense Priorities and Allocation System ("DPAS"), Seller must fully comply with the regulations applicable to the DPAS rating of Buyer's Order, and that failure to do so could result in criminal penalties assessed against Seller by the US Government, in addition to Buyer's own remedies under this Order.

7.3 Notification of Potential Late Delivery: In the event of a delay or threat of delay, due to any cause, in the production or delivery of Goods hereunder, Seller shall immediately notify Buyer in writing of the delay. Seller's notice shall include all relevant information with respect to such delay or threatened delay in sufficient detail to identify the cause of the expected delay and Seller's plan for remediating the issue. In addition, Seller shall certify in such notice that the delay is not the result of a reprioritization of Buyer's order in breach of Section 7.2.

7.4 Remedies for Late Delivery: If delivery of the Goods is not made in the quantities and at the time and manner specified, Buyer shall have the right without liability, and in addition to its other rights and remedies under this Order and the law, to take any of the following actions: (1) direct expedited delivery of Goods for which Seller shall bear all premium transportation charges and risk of loss; (2) direct acceleration of Goods for which Seller shall bear all premium labor costs and other acceleration costs; (3) delay payment for a period of time equal to the lateness of such delivery or performance; and/or (4) terminate this Order by written notice effective when received by Seller as to the Goods not yet delivered, and purchase substitute Goods elsewhere and charge Seller with any loss incurred.

7.5 Seller shall comply with the performance schedules but shall not make material or production commitments in advance of such time as Seller reasonably believes is necessary to meet the schedules without Buyer's prior written consent. Except as otherwise expressly provided in the Order, Buyer need not accept any variation in quantity of Service provided by Seller.

7.6 Seller shall not deliver Goods prior to the scheduled delivery dates unless authorized by Buyer.

**8.0 Inspection/Quality Control** - Seller shall establish and maintain a Quality assurance system that is acceptable to Buyer and complies with the Order's requirements, including Purchase Order notes and the Statement of Work.

**9.0 Seller Notice of Discrepancies** - Seller shall immediately notify Buyer in writing when discrepancies in Seller's process, materials, or approved inspection/quality control system are discovered or suspected which may materially affect the Goods delivered or to be delivered under this Order.

**10.0 Plant Visits** - During performance of this Order, authorized representatives of Buyer, Buyer's customer, or the Government shall have the right to visit Contractor's facilities involved in the performance hereunder at any time during normal business hours to review, monitor, coordinate or expedite performance and to secure necessary information for such purposes. Such visits will be coordinated with Contractor's cognizant personnel to minimize any effect on Contractor's normal operations.

### **11.0 Packing and Shipping**

11.1 All delivered supplies shall be preserved, packaged, packed and marked in accordance with instructions or specifications referred to or incorporated by reference in this Order. In the absence of such instructions or specifications, for domestic shipments, the shipment shall be made FOB (Buyer's Facility) utilizing best commercial practice adequate (i) to assure safe arrival at destination; (ii) for storage and for protection against the elements and transportation, (iii) to comply with carrier regulations appropriate to the method of shipment used, and (iv) to secure lowest transportation cost.

11.2 All shipments against this Order to be forwarded on one day via the same route must be consolidated. A packing list, showing Buyer's purchase order/subcontract number, Order item number and description of contents must be included in each package. Buyer's purchase order /subcontract number must appear on all packages, boxes, bills of lading, invoices, correspondence and other documents pertaining to this Order. The Government Contract number shown in the Schedule must appear on all of the Contractor's purchase orders and subcontracts hereunder.

11.3 If Contractor's deliveries fail to meet schedule, Contractor at its expense will use an expedited method of shipment requested and specified by Buyer until all deficiencies are corrected and deliveries are on schedule. See FAR 52.246-2 "Inspection of Supplies – Fixed Price" and FAR 52.246-4 "Inspection of Services – Fixed Price" for additional requirements.

11.4 If this procurement is from a source located outside the United States (including the 50 states and U.S. territories or possessions) or from a U.S. based source with foreign manufacturing locations that will ship directly to Buyer in the United States, such shipments are subject to INCOTERMS 2020 DAP or other mutually agreed upon INCOTERMS Rule.

**12.0 Acceptance and/or Rejection** - Buyer shall accept the Goods or give Seller notice of rejection within thirty calendar days after delivery, notwithstanding any payment or prior test or inspection. No inspection, test, delay, or failure to inspect/test or failure to discover any defect or other nonconformance shall relieve Seller of any of its obligations under this Order or impair any rights or remedies of Buyer or Buyer's customers. Buyer may revoke acceptance of Goods if the Goods are not conforming and if Buyer's acceptance was reasonably induced either by the difficulty of discovery before acceptance or by the Seller's assurances.

If Seller delivers nonconforming Goods, Buyer may require Seller to promptly correct or re-perform the nonconforming Goods. Redelivery to Buyer of any corrected or re-perform Goods shall be at Seller's expense. In addition, Buyer may at its sole option (i) correct the nonconforming Goods, or (ii) obtain replacement Goods from another source at Seller's expense, and reduce the Order price by the costs to correct or obtain replacement. Seller shall disclose any corrective action taken. All repair, replacement and other correction and redelivery shall be completed within the original delivery schedule or such later time as Buyer's Authorized Procurement Representative may reasonably direct.

All costs and expenses and loss of value incurred as a result of or in connection with nonconformance and repair, replacement or other correction may be recovered from Seller by equitable price reduction or credit against any amounts that may be owed to Seller under this Order or otherwise.

### **13.0 Suspension of Work**

13.1 Buyer's Authorized Procurement Representative may, by written order only, suspend part or all of the Work to be performed under this Order for a period not to exceed ninety calendar days unless the parties mutually agree to an extension. Within this ninety (90) calendar day period of Work suspension, the Buyer shall (i) cancel the suspension of work order; (ii) terminate this Order in accordance with Section 14.1 "Termination for Convenience" of this Order; (iii) terminate this Order in accordance with Section 14.2 "Termination for Default" of this Order; or (iv) extend the stop work period.

13.2 If the Buyer cancels the suspension of Work order by written notification, Seller shall resume Work. The Buyer and Seller shall negotiate an equitable adjustment in the price or schedule or both if (i) the suspension results in a change in Seller's cost of performance or ability to meet the Order delivery schedule; and (ii) Seller submits a claim for adjustment within twenty calendar days after the suspension is canceled.

13.3 If this Order is terminated, then either Section 14.1 "Termination for Convenience" or Section 14.2 "Termination for Default" of this Order, whichever is applicable, shall be followed.

#### **14.0 Termination**

14.1 Termination for Convenience: Buyer may terminate all or any part of this Order by written notice to Seller. In the event of such termination, Seller shall immediately cease all Work terminated hereunder and cause any and all of its suppliers and subcontractors to cease Work. Seller must submit all claims within sixty (60) calendar days after the effective date of termination. Buyer shall determine the amount due Seller on the termination in accordance with FAR 52.249-2. In no event shall Buyer be obligated to pay Seller any amount in excess of the Order price. Seller shall continue Work not terminated.

14.2 Termination for Default: Buyer may terminate all or any part of this Order by written notice to Seller if: (i) Seller fails to deliver the Goods within the time specified by this Order or any written extension; (ii) Seller fails to perform any other provision of this Order or fails to make progress, so as to endanger performance of this Order, and, in either of these two circumstances, does not cure the failure within ten days after receipt of notice from Buyer specifying the failure; or (iii) in the event Seller declares bankruptcy, suspends its business operation, or initiates any reorganization and/or arrangement for the benefit of its creditors. Seller shall continue Work not terminated. Responsibilities of the Parties following such termination shall be in accordance with FAR clause 52.249-8.

14.3 Effect of Termination: Upon any termination of this Order in accordance with this Article 14.0:

14.3.1 Seller shall fulfill Buyer's existing orders for Products communicated to Seller where a valid Buyer purchase order has been issued to and accepted by Seller prior to Seller's receipt of Buyer's written notice of termination, unless otherwise directed by Buyer in said notice. Buyer shall have no obligation to Seller for any Products manufactured for Buyer or existing Products allocated for shipment to Buyer after Seller's receipt of the written notice of termination.

14.3.2 In the event of termination, Buyer's sole financial obligation to Seller shall be to pay for any Products delivered to Buyer consistent with the terms of this Order, in which case payment shall be made within sixty calendar days from Buyer's receipt of a valid invoice from Seller. Buyer shall have no obligation to Seller for payment of any costs, fees or expenses relating to its exercise of its termination rights hereunder, including but not limited to termination, restocking, demobilization, or any other manufacturing, logistics or administrative fees of any kind.

14.3.3 All warranties and license rights for any Products delivered to Buyer hereunder shall survive termination or expiration, consistent with the terms of this Order.

14.3.4 The rights and obligations to protect Proprietary Information and Materials disclosed prior to expiration or termination in accordance with the time period set forth in Section 11.1.1 of this Order shall not be affected by the expiration or termination of this Order. Upon expiration or termination of this Order, each Party shall cease all use of Proprietary Information and Materials received hereunder.

14.3.5 Within thirty calendar days following termination or expiration of this Order, Seller shall submit to Buyer an itemized invoice of any fees or expenses theretofore incurred under this Order. Buyer upon payment of accrued amounts so invoiced and accepted shall thereafter have no further liability or obligation to Seller for any further fees, expenses or other payments.

**15.0 Invoice and Payment** - Payment of the Order price or any portion thereof for Goods delivered shall not constitute acceptance. Buyer shall pay for all Goods within sixty calendar days from (1) the date Goods are received if Seller is on the "Pay From Receipt Program" or (2) the date of a receipt of an acceptable invoice if later unless the Parties agree to a cash discount. In the event of early-unauthorized delivery of Goods by Seller, payment shall be computed from the scheduled delivery date, including discount periods. Buyer may pay Seller by electronic funds transfer (EFT) or by check unless otherwise stated in the Order. Seller shall provide Buyer with its EFT information. Payment is made on the day Buyer gives instructions to execute payment, or the date Buyer's check is deposited into the U. S. mail, or payment is otherwise tendered. Seller shall promptly repay to Buyer any amounts paid in excess of amounts due Seller.

**16.0 Taxes** - The prices invoiced under this Order include, and Seller is liable for and shall pay, all taxes, impositions, charges and exactions imposed on or measured by this Order except for applicable sales and use taxes that are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid

exemption certificate or other evidence of exemption.

**17.0 Discontinuance of Manufacture** - Should Seller decide to discontinue manufacture of the supplies purchased by Buyer under this Order, Seller: (1) shall provide written notice to Buyer of the intended supply discontinuance; and (2) shall provide Buyer a minimum of twelve months from the written notification date to allow Buyer to place final “lifetime buy” purchase orders for the supplies at a unit price to be negotiated, but in no event higher than the unit price provided in this Order. In the event one or more “lifetime buy” purchase orders are made during such twelve-month period; Seller shall deliver the purchased supplies to Buyer no later than six months after the end of the “lifetime buy” period. Seller’s obligations under this clause shall extend for two years beyond the effective date of this Order, irrespective of whether the Order is completed/terminated within the two-year period.

**18.0 Governing Law and Venue** - Buyer and Seller agree that this Order shall be deemed to have been executed and delivered within the State of New York and the rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by the laws of the State of New York without regard to conflict of laws rules. The United Nations Convention on the International Sale of Goods shall not apply. All claims or disputes arising under or in any way related to this Order, including those relating to the validity of this Order, which cannot be resolved by the Parties through negotiations within thirty calendar days or such longer period of time as may be mutually agreed in a written document that is signed by a duly authorized representative of each Party shall be resolved by the state or federal courts. Venue for any action brought under or relating to this Order shall exclusively be in a state or federal court of competent jurisdiction in the State of New York. The parties hereby irrevocably waive any right to challenge such venue on the basis of *forum non convenient* or otherwise. The Parties further agree and consent to accept service of process by certified or registered United States mail, return receipt requested, addressed as provided herein. In the event that an action is commenced by either Party with respect to this Purchase Order, the substantially prevailing Party shall be entitled to recover its costs and attorneys’ fees from the other Party. **THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS ORDER.** Buyer and Seller also agree that the provisions of the New York Uniform Commercial Code shall apply to this Order and all Disputes, regardless of whether the subject matter of this Order relates to the provision of services, the lease of rental equipment or material, or the license of software. Notwithstanding the foregoing or anything herein to the contrary, for matters where the dispute between the Parties is based upon a decision made by the U.S. Government and/or the U.S. Government may become a party to the proceedings, this Order shall be governed by and construed in accordance with United States federal law and the U.S. Federal Courts shall have exclusive jurisdiction over any such claim arising under this Order.

## **19.0 Compliance with Applicable Laws**

**19.1 United States Law:** Seller, at its sole expense, shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations which may be applicable to the Goods and Seller's performance under this Order, including, without limitation, all laws, regulations, and rules related to the safety and conditions of each job site, including but not limited to those promulgated or prescribed pursuant to the Occupational Safety and Health Act of 1970, and any amendment thereto. Seller agrees to comply with any applicable provisions of the Rehabilitation Act of 1973, the Veteran's Readjustment Act of 1974, and implementing regulations of the U.S. Department of Labor, which embody governmental policy on equal employment opportunity. To the extent applicable: **Buyer and Seller shall abide by the requirements of 41 CFR 60–300.5(a) and 60–741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.** Seller also agrees that in connection with activities under this Order it shall not make or promise to make any improper payments, or provide or offer to provide anything of value, directly or indirectly, to government officials or other parties in violation of the Foreign Corrupt Practices Act or other applicable anti-bribery laws.

**19.2 Foreign Corrupt Practices Act and Anti-Bribery Laws:** Seller agrees to comply with the Foreign Corrupt Practices Act, the UK Bribery Act of 2010, and all applicable anti-bribery laws. Seller specifically represents and warrants that, in connection with the performance of its activities under this Order, neither it, nor anyone acting on its behalf, has or will, directly or indirectly, offer, pay, promise to pay, or authorize the giving of, any money or thing of value to any Government Official or to any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to a Government Official, for the purpose of influencing any act or decision of such Government Official, including any act or decision to fail to perform his/her lawful duty, or for the purpose of inducing such Government Official to use his/her influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality to obtain or retain business for any person. “Government Official” means any officer, employee, agent, representative, or any other person acting in an official capacity for or on behalf of a government, government-owned or –controlled entity or instrumentality, public international organization, political party, party official or political candidate.

**19.3 Export and National Security Laws.** Seller, at its sole expense, shall comply with all applicable U.S. export control laws

and regulations in the performance of this Order, including, but not limited to, the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 to 130, the Export Administration Regulations (EAR) 15 CFR Parts 730 through 799, and with all other laws, regulations, or executive orders of the United States related to the import, export, or delivery of goods or services contemplated by this Order such as customs laws and regulations, immigration laws and regulations, etc.

Seller shall not export, directly or indirectly, any hardware, software, technology, information or technical data disclosed under this Order to any individual or country for which the U.S. Government requires an export license or other government approval, without first obtaining such license or approval.

Seller further understands that Buyer is a defense contractor providing Work for the United States Government, and as such, is under certain mandatory security obligations with regard to access to its facilities and technology. Due to the fact that disclosure of certain information to any individual may be deemed an export, Seller agrees that it will not assign any worker (including the Seller him or herself) to perform services under this Order (including but not limited to accessing Seller's web based portal for the applicable program) unless that person qualifies as a "U.S. person," defined as:

- i. U.S citizen;
- ii. U.S. nationals, including an alien lawfully admitted for permanent resident (those possessing a valid Form I-551); or
- iii. Asylee or refugee as defined in 8 U.S.C. 1324(b)(a)(3)

Seller further agrees that, should Buyer determine that the Work performed under this Order will enable persons working for the Seller (including the Seller) to have access to unclassified information that relates to a U.S. Government classified program, or other information regulated by the National Industrial Security Program Operating Manual ("NISPOM"), Seller will not assign any worker to perform services under this Order (including the Seller) unless such persons are citizens of the United States.

In addition to the foregoing requirements, Seller will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and in particular, have all of its workers fill out an I-9 form, verifying their authorization to work in the United States.

Seller shall insert the substance of this clause in any lower-tier subcontracts it enters into in connection with this Order.

19.4 Compliance with Office of Federal Contract Compliance Programs ("OFCCP") Rules. To the extent applicable: **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**

**20.0 Rights and Remedies** - Any failures, delays or forbearances of either party in insisting upon or enforcing any provisions of this Order, or in exercising any rights or remedies under this Order, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect. Except as otherwise limited in this Order, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity. If any provision of this Order is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.

## **21.0 Dispute Resolution**

### **21.1 Disputes under This Order**

21.1.1 "Dispute" as used herein shall mean (i) any and all claims or disputes that in any way arise out of or relate to this Order, the negotiation or execution thereof, its performance, or the breach or enforcement thereof; (ii) any claims or disputes that in any way concern the conduct of any party in connection with this Order or the relationship or duties of the parties contemplated under this Order; or (iii) claims or disputes concerning the validity or scope of the terms and conditions of this Order (including, but not limited to, this Article 21.0). Buyer and Seller intend that the definition of "Dispute" shall have the broadest scope permitted by law and that, without limiting the generality of the foregoing, shall be deemed to include all claims between the parties, including, but not limited to, any claims for fraud, misrepresentation, negligence, libel and slander, misuse or theft of trade secrets or other confidential information, unfair competition, unfair trade practices, or other tort law claims.

21.1.2 The parties agree that any Dispute between them or against any agent, employee, successor, or assign of the other shall be settled, to the extent possible by good faith negotiations. Any Dispute which the parties cannot resolve by good faith negotiations within thirty days or such longer period as the parties may mutually agree to shall be submitted and finally resolved by a court of competent jurisdiction.

21.1.3 Until final resolution of any Dispute hereunder, Seller shall proceed diligently with the performance of this Order unless otherwise directed by Buyer in writing.

21.1.4 Buyer's rights under the terms and conditions of this Order are cumulative and in addition to any other rights available at law or equity.

## 21.2 Disputes under Prime Contract Provision

21.2.1 Notwithstanding Section 21.1, any Dispute arising under or related to this Order, which Buyer could include in a claim or other demand under the disputes provisions of the prime contract shall be resolved, at Buyer's option, as follows: (i) Seller shall provide Buyer with a fully supported written claim, properly certified, within twenty calendar days after the claim accrues; (ii) Seller shall cooperate with Buyer in prosecuting Seller's timely made claim or demand and will be bound by the resulting decision; and (iii) Seller shall pay its proportional costs in pursuing the claim. If Seller fails to provide Buyer with a written claim for any Dispute that could fall within this Article 21.0 within twenty calendar days after the claim arises, Seller is deemed to have waived the claim and may not bring the claim under Sections 21.1 or 21.2.

21.2.2 Buyer's entire liability to Seller with respect to any matter prosecuted under the prime contract disputes clause shall be limited to the recovery obtained against the Government (or prime contractor) for Seller's claims, less markups specifically allowed Buyer. If Seller is affected by the resulting decision and Buyer elects to appeal, Seller shall pay to Buyer Seller's proportion of the appeal costs. If Buyer elects not to appeal the decision, Buyer shall notify Seller of such decision within thirty calendar days. If Seller submits a timely request to Buyer to appeal such decision, Buyer shall file an appeal, at Seller's sole cost, if Buyer may do so in good faith. Buyer has the right to review, prior to submission, any pleading or other papers Seller wants to file in such appeal. Seller agrees to delete any admissions or statements in the pleadings or papers to which Buyer reasonably objects. If Buyer appeals such decision, whether or not at Seller's request, any decision regarding such appeal shall be binding on Buyer and Seller as it relates to this Order. Section 21.1 does not apply to disputes and appeals prosecuted under the prime contract.

21.3 Until final resolution of any Dispute hereunder, Seller shall proceed diligently with the performance of this Order unless otherwise directed by Buyer in writing.

21.4 Seller is expressly precluded from filing a direct claim or direct course of action against the U. S. Government as a result of this Order.

21.5 Buyer's rights under the terms and conditions of this Order are cumulative and in addition to any other rights available at law or equity.

21.6 Seller is expressly precluded from filing a direct claim or direct cause of action against the U. S. Government as a result of this Order.

## 22.0 Transfer/Assignment and Subcontracting

22.1 No right or interest of Seller or Buyer hereunder or arising out of this Order may be assigned or transferred, whether by operation of law or otherwise, and/or all or substantially all of its performance of this Order without the prior written consent of Buyer or Seller, respectively, which shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer may assign this Order without Seller's consent to a successor company resulting from a restructuring, consolidation, merger or other combination within General Dynamics. Seller shall not delegate any of its duties or obligations under this Order. Seller may assign its right to monies due or to become due. No assignment, transfer, delegation or subcontracting by Seller, with or without Buyer's consent, shall relieve Seller of any of its obligations under this Subcontract or prejudice any of Buyer's rights against Seller whether arising before or after the date of any assignment or transfer. This Article 22.0 does not limit Seller's ability to purchase standard commercial supplies or raw materials. Any unauthorized transfer or assignment is void.

22.2 Seller shall include in each lower-tier subcontract all applicable requirements including Buyer's customer requirements where applicable.

**23.0 Gratuities** - Seller warrants that neither it nor any of its employees, agents or representatives have offered or given, or will offer or give, any gratuities to Buyer's employees, agents or representatives for the purpose of securing this Order or securing favorable treatment under this Order.

**24.0 Publicity** - Except as required by law, Seller shall not issue any press release or make any other public statement relating to this Order, any Work done under this Order or any of the transactions contemplated by this Order without obtaining the prior



written approval of Buyer as to the contents and the manner of presentation and publication of such press release or public statement.

**25.0 Order of Precedence** - The rights and obligations of the parties shall be subject to and governed by the Order. In the event of an inconsistency between the provisions of the Order, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order from the highest to lowest degree of precedence: (1) The FAR/DFARS, (2) Government Contract Provisions, if any, (3) Typed Provisions of this Order; (4) Special Provisions or Terms and Conditions, if any; (5) General Terms and Conditions of Purchase; (6) Specifications, drawings, statement of work, or other attachments or documents incorporated by reference.

**26.0 Organizational Conflict of Interest** - Seller certifies that to the best of its knowledge performance of this Order does not constitute an organizational conflict of interest as defined in FAR Part 9.5. If during the course of performance Seller becomes aware of any possible organizational conflict of interest due to its performance or the SOW under this Order, Seller shall promptly notify Buyer.

## **27.0 Artificial Intelligence and Intellectual Property**

### **27.1 Artificial Intelligence**

27.1.1 For the purposes of this Order, “Artificial Intelligence (AI)” means technology that can make decisions or predictions, provide recommendations, create content, or identify patterns without being programmed to do so, an “AI System” means an engineered or machine-based system that can, using a prescribed set of objectives, generate outputs such as predictions, recommendations, or decisions influencing real or virtual environments. AI systems are designed to operate with varying levels of autonomy.

27.1.2 Seller shall not use, and shall not permit any other third party to use, any Proprietary Information and Materials disclosed by Buyer to Seller to train, validate, update, improve, or modify any of Seller’s AI Systems, or other third parties’ AI Systems without the prior written modification of this Order executed by authorized representatives of both Parties. Agreement to a proposed modification regarding AI is solely within the discretion of Buyer. Seller shall not export Buyer’s Proprietary Information and Materials, including but not limited to, AI Systems, outside of the United States.

### **27.2 Intellectual Property Rights**

27.2.1 “Intellectual Property” shall mean creations of the mind including: ideas, inventions, works of authorship, and symbols, names, images, and designs embodied in for example, technical data, designs, information, computer software, drawings, formulae, specifications, diagrams, processes, know-how, procedures and technology and all legal rights in such creations of the mind.

27.2.2 “Works” shall mean physical manifestations of Intellectual Property created under this Order.

27.2.3 “Background Intellectual Property” shall mean Intellectual Property that is (i) in existence prior to the effective date of this Order or (ii) is designed, developed or licensed by a Party after the effective date of this Order independently of both (A) the work undertaken or in connection with this Order and (B) the Proprietary Information and Materials and Intellectual Property of the other Party to this Order.

27.2.4 “Foreground Intellectual Property” shall mean all Intellectual Property conceived, created, acquired or initially reduced to practice in connection with this Order.

27.2.5 Each Party shall retain and exclusively own all rights in its Background Intellectual Property and in all Foreground Intellectual Property that it creates. Foreground Intellectual Property jointly generated by employees of more than one Party shall be jointly owned. Neither Party shall have any obligation to account to the other Party for income arising from use of the jointly owned Foreground Intellectual Property. Nothing in this clause shall modify or alter any rights that the Government may have in any Goods, Works and/or services, including data or software deliverables to the Government.

27.2.6 Seller hereby grants to Buyer a non-exclusive, worldwide, right and license to copy, modify, use, sell, offer for sale and disclose any Goods, Works or other deliverable delivered by Seller under this Order for the performance of this Order and any higher tier contract. If the Goods or other deliverable contains third party intellectual property, Seller agrees to obtain the rights from the third party that are sufficient for Seller to grant Buyer the rights in the above license. Seller warrants that it has the rights in the Goods, Works or other deliverable sufficient to grant to Buyer the above license.

### **27.3 Intellectual Property Indemnification**

27.3.1 Seller shall indemnify, defend, and hold harmless, Buyer and Buyer's Customer and their respective officers, directors, agents, and employees against liability and losses including without limitation, defense costs and attorneys' fees, for any allegation of or suit or action for infringement of any United States or foreign patent, copyright, trademark, or other intellectual property right arising out of the manufacture or delivery of an Goods under this Order or out of the use or disposal of such Goods by or for the account of Buyer. Seller shall at its own expense either procures for Buyer and/or Buyer's Customer the right to continue using the alleged infringing Goods, replace it with non-infringing Goods, or modify it so that it becomes non-infringing. The foregoing indemnity shall not apply unless Buyer or Buyer's Customer informs Seller of the suit or action or other proceeding alleging infringement and gives Seller the opportunity as is afforded by applicable laws, rules, or regulations, to participate in the defense thereof.

27.4 For purposes of this Article 27.0 only, the term Buyer will include the General Dynamics Corporation, all of its subsidiaries, all officers, agents, and employees of Buyer.

27.5 For as long as a separate non-disclosure agreement (NDA) or similar agreement which addresses the subject matter of 9.2 is in force between Buyer and Seller, such NDA shall control in the case of any conflict between such NDA and 9.2 of this Order.

## **28.0 Insurance and Indemnification**

28.1 Minimum Insurance Requirements. Unless higher amounts or additional coverage are stated elsewhere in this agreement, during the performance of this Order, Seller shall maintain the following types of insurance coverage in the minimum amounts stated:

- Workman's Compensation, Jones Act or similar - Statutory limits
- Employer Liability - \$2,000,000 per occurrence
- Comprehensive General Liability - \$2,000,000 for personal injury and property damage – Combined single limit per occurrence.
- Comprehensive Automobile Liability (If motor vehicles are used during performance of this Order) - \$2,000,000 for personal injury and property damage – Combined single limit per occurrence
- For each type of insurance required by Buyer, Seller's corresponding line of coverage may be supplemented by Seller's umbrella insurance coverage to meet Buyer's minimum coverage requirement. Seller is required to provide Buyer with written notification of any claims made against Seller's umbrella coverage.

### **28.2 Additional Requirements:**

- i. Seller shall provide a certificate of insurance on request by Buyer from a carrier reasonably acceptable to Buyer (Minimum A.M. Best rating of A- or better).
- ii. Upon request of Buyer, Seller shall add the General Dynamics Corporation and General Dynamics Mission Systems, Inc. as additional insured and cancellation notice recipients.
- iii. Seller shall immediately notify Buyer in writing of any cancellation of coverage required under Section 28 above, any reduction in Seller's coverage below the minimum requirements set forth in Section 28, or any material change in the terms and conditions of Seller's coverage.
- iv. Seller shall cause its Workers Compensation carrier to waive in writing its right of subrogation against Buyer.
- v. Buyer may, in its discretion, accept Seller's self-insurance program in lieu of coverage required under this clause.
- vi. Seller agrees that Seller, Seller's insurer(s) and anyone claiming by, through, under or in Seller's behalf shall have no claim, right of action or right of subrogation against Buyer and its customers.

28.3 Indemnification. Seller agrees to indemnify, defend and hold harmless Buyer, its affiliates, subsidiaries, directors, officers, employees and agents from and against any and all third-party actions, causes of action, liabilities, claims, expenses (including reasonable attorneys' fees and court costs), losses, damages, penalties, fines, forfeitures, suits, judgments, liens, awards and damages of any kind and nature whatsoever for (a) property damage, (b) personal injury, including death, and (c) all violations of applicable laws, and (d) breaches of Seller's or any of its suppliers' obligations arising from this Order. Seller's obligation hereunder is not limited to insurance available to or provided by Seller or any of its suppliers. Seller expressly waives any immunity under industrial insurance, whether arising out of statute or common law, to the extent of the indemnity set forth in this Article 28.0. This duty to defend, indemnify, and hold harmless extends to any suit, liability, claim, judgment, or demand that may arise out of or in connection with the performance or nonperformance of this Order by Seller or its agents, breach of warranty by Seller or its agents, any defective Goods performed or delivered by Seller or its agents, any patent infringement or misappropriation of trade secrets by Seller or its agents, any failure of Seller or its agents to pay royalties, any assertion under workers' compensation or similar acts by persons furnished by Seller or its agents, or any other breach of Seller's obligations hereunder, whether such suit, liability, claim, judgment, or demand is based upon contract, warranty, strict liability in tort, negligence, or other legal theory, and extends not only to "third party claims" but also to any direct loss suffered by Buyer. Buyer will inform Seller of any claim, demand, judgment, or suit asserted or instituted against it to which this provision may

apply. "Agents" as used herein includes, but is not limited to, Seller's employees, subcontractors, and suppliers.

**29.0 Protection of Property** - At all times Seller shall, and ensure that any of Seller's suppliers shall, use suitable precautions to prevent damage to Buyer's property. If any such property is damaged by the fault or negligence of Seller or any Seller thereof, Seller shall, at no cost to Buyer, promptly and equitably reimburse Buyer for such damage or repair or otherwise make good such property to Buyer's satisfaction. If Seller fails to do so, Buyer may perform the repairs and recover from Seller the cost thereof.

**30.0 Limitation of Liability** - IN ADDITION TO ANY OTHER LIMITATIONS ON BUYER'S LIABILITY SET FORTH HEREIN, IN NO EVENT SHALL BUYER, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE BY REASON OF BUYER'S BREACH OR TERMINATION OF THIS ORDER OR FOR ANY BUYER ACTS OR OMISSIONS IN CONNECTION WITH THIS ORDER FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, WORK INTERRUPTION, OR ANY CLAIMS OR DEMANDS AGAINST SELLER BY ANY OTHER ENTITY, WHETHER SUCH REMEDY IS SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL BUYER'S LIABILITY FOR DAMAGES IN ANY CIRCUMSTANCES SET FORTH IN THIS CLAUSE EXCEED THE PRICE PAYABLE FOR THE WORK TO BE PERFORMED BY SELLER UNDER THE ORDER. THIS ORDER SHALL NEITHER CREATE FOR NOR GIVE TO ANY THIRD PARTY ANY CLAIM OR RIGHT OF ACTION AGAINST SELLER OR BUYER WHICH WOULD NOT OTHERWISE ARISE WITHOUT THIS ORDER.

### **31.0 Force Majeure**

31.1 Neither Party shall be liable for any excess costs or other damages if the failure to perform arises out of causes beyond the reasonable control and without the fault or negligence of the party alleging an event of Force Majeure. Force Majeure causes may include, but are not limited to (a) acts of God or of the public enemy, (b) war (whether an actual declaration thereof or not), (c) acts of terrorism or threats thereof, (d) acts of the U. S. Government in either its sovereign or contractual capacity, (e) sabotage, (f) insurrection, (g) riot or other act of civil disobedience, (h) atmospheric disturbances, (i) fires, (j) floods, (k) plagues or epidemics, (l) quarantine restrictions, (m) labor disputes or strikes, (n) failure or delay in transportation due to transportation workers strike or freight embargoes, (o) worldwide parts shortage(s) or rationing allocations, (p) shortage of labor, fuel, raw material or machinery, or (q) violent storms or unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the party. For delays in delivery of a Goods, Seller must make best efforts to avoid or reduce the effects of a Force Majeure event and in no instance may Seller reprioritize deliveries among its customers in breach of Section 4.4.2. Seller shall notify Buyer in writing within ten calendar days after it becomes aware of any such cause. If the original delivery schedule is overcome by the Force Majeure event then the Parties agree to negotiate in good faith a revised delivery schedule.

31.2 Should either Party be unable to fulfill a material part of its obligations under an Order for a period in excess of sixty calendar days due to circumstances beyond its reasonable control as described above, the other Party may at its sole discretion terminate the Order by written notice. Upon either resolution of the Force Majeure event or termination as described, the Parties shall proceed in good faith to negotiate a termination settlement proposal covering the performance of the Order performed prior to the effective date of the termination.

**32.0 Certification of Authenticity and Traceability** - Seller certifies to Buyer that all material furnished under this purchase order is genuine, new and unused. Seller certifies that all material is traceable to the point of manufacture and that complete material pedigree is known and can be furnished to Buyer upon request. Seller will have a documented procedure that defines the method for controlling records that are created by and /or retained by Seller. The Seller shall notify Buyer thirty calendar days prior to the destruction or disposal of records associated with this order. Seller certifies that Seller will not provide to Buyer (without Buyer's prior written consent) any goods or items under this Order incorporating (at any tier in the supply chain) any materials, excluding COTS Items, exported from Russia or China. For the purpose of this Order, "COTS Item" means any item of supply (including construction material) that:

- (a) Is a product that is of a type customarily used by the general public for non-governmental purposes;
- (b) Has been sold in substantial quantities in the commercial marketplace; and
- (c) Was acquired by the importer (i.e., Seller or its sub-tier supplier), without modification, in the same form in which it is sold in the commercial marketplace.

### **33.0 Counterfeit Parts Prevention**

#### **33.1. DEFINITIONS**

- (1) Authentic shall mean (A) genuine; (B) purchased from the Original Equipment Manufacturer ("OEM"), Original Component Manufacturer ("OCM") or through the OEM's/OCM's authorized dealers; and (C) manufactured by, or at the behest and to the standards of, the manufacturer that has lawfully applied its name and trademark for that model/version of the material.
- (2) Authorized Dealer — A dealer or distributor that purchases directly from the OEM or OCM and is authorized or franchised by the OEM or OCM to sell or distribute the OEM's/OCM's products.
- (3) Counterfeit Part — A part that is an unauthorized copy or substitute that has been identified, marked, and/or altered by a source other than the item's legally authorized source and has been misrepresented to be an authorized part of the legally authorized source. This definition includes used parts represented as new parts.
- (4) Original Component Manufacturer (OCM), Original Equipment Manufacturer (OEM) — An organization that designs and/or engineers a part or equipment and is pursuing or has obtained the intellectual property rights to that part or equipment.
- (5) Non-Franchised Source — Any source that is not authorized by the OEM or OCM to sell its product lines. Non-franchised sources may also be referred to as brokers or independent distributors.
- (6) Suspect Counterfeit Part — A part that Buyer becomes aware, or has reason to suspect, meets the definition of "counterfeit part", as defined above. For purposes of this document, the terms "counterfeit part" and "suspect counterfeit part" will be used interchangeably. If any individual part from a lot is determined to be counterfeit or suspect counterfeit, the entire lot of parts will be considered to be suspect counterfeit.

### 33.2 TERMS AND CONDITIONS

- (1) Seller represents and warrants that only new and authentic materials (including embedded software and firmware) are used in products required to be delivered to Buyer and that the Work delivered contains no Counterfeit Parts. No material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by Buyer. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, Seller shall only purchase authentic parts/components directly from the Original Equipment Manufacturers ("OEMs"), Original Component Manufacturers ("OCMs") or through the OEM's/OCM's authorized dealers. Seller represents and warrants to Buyer that all parts/components delivered under this Order are traceable back to the OEM/OCM. SELLER must maintain and make available to Buyer at Buyer's request, within 10 business days, OEM/OCM documentation that authenticates traceability of the parts/components to the applicable OEM/OCM. Purchase of parts/components from Non-Franchised Sources is not authorized unless first approved in writing by Buyer. Seller must present complete and compelling support for its request and include in its request all actions to ensure the parts/components thus procured are legitimate parts. Buyer's approval of Seller request(s) does not relieve Seller's responsibility to comply with all Order requirements, including the representations and warranties in this Section 33.2.
- (2) Seller shall maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification and Buyer's approval before parts/components are procured from sources other than OEMs/OCMs or the OEM's/OCM's authorized dealers. Seller shall provide copies of such documentation for its system for Buyer's inspection upon Buyer's request.
- (3) Seller must maintain a counterfeit detection process that complies with SAE standard AS5553, Counterfeit Electronic Parts, Avoidance, Detection, Mitigation, and Disposition.
- (4) If it is determined that counterfeit parts or suspect counterfeit parts were delivered to Buyer by Seller, the suspect counterfeit parts will not be returned to the supplier. Buyer reserves the right to quarantine any and all suspect counterfeit parts it receives and to notify the Government Industry Data Exchange Program (GIDEP) and other relevant government agencies. Seller shall promptly reimburse Buyer for the full cost of the suspect counterfeit parts and Seller assumes responsibility and liability for all costs associated with the delivery of suspect counterfeit parts, including, but not limited to, costs for identification, testing, and any corrective action required to remove and replace the suspect counterfeit parts. The remedies in this Section 33.2 shall apply regardless of whether the warranty period or guarantee period has ended, and are in addition to any remedies available at law or in equity.
- (5) If the procurement of materials under this Order is pursuant to, or in support of, an Order, subcontract, or task order for delivery of goods or services to the Government, the making of a materially false, fictitious, or fraudulent statement, representation or claim or the falsification or concealment of a material fact in connection with this Order may be punishable, as a Federal felony, by up to five years' imprisonment and/or substantial monetary fines. In addition, trafficking in counterfeit goods or services, to include military goods or services, constitutes a Federal felony offense, punishable by up to life imprisonment and a fine of fifteen million dollars.
- (6) Seller shall flow the requirements of this section ("COUNTERFEIT PARTS PREVENTION") to its subcontractors and suppliers at any tier for the performance of this Order.

### 33.3 ELECTRONIC PART DETECTION AND AVOIDANCE

Seller must comply with the requirements set forth in DFARS clause 252.246-7007 "Contractor Counterfeit Electronic Part Detection and Avoidance System".

### **34.0 Conflict Minerals**

34.1 Seller represents that, regardless of whether Seller is publicly traded or not, Seller does not procure Conflict Minerals from Covered Countries, as those terms are defined by and consistent with the Securities and Exchange Commission's final rule on Conflict Minerals, 17 CFR Parts 240 and 249(b), promulgated pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. (the "Rule").

34.2 Seller represents and warrants that all products that will be delivered to General Dynamics by Seller under this Order are Democratic Republic of the Congo (DRC) Conflict Free, as defined by and consistent with the Rule, including "Adjoining Countries." "Adjoining Countries" are Angola, Burundi, Central African Republic, the Republic of Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia.

34.3 Seller agrees that, if required by the Rule, it has made, and will continue to make, good faith inquiries reasonably designed to determine whether any Conflict Mineral that is included in any product delivered to General Dynamics pursuant to this Order originated in the DRC or an Adjoining Country, or is from Recycled or Scrap Sources, as defined in the Rule. Seller further agrees that, if required by the Rule, it has performed, and will continue to perform, due diligence on the source and chain of custody of any Conflict Mineral that is included in any product delivered to General Dynamics pursuant to this Order, and that such due diligence conforms to a nationally or internationally recognized due diligence framework, if such a framework is available for the Conflict Mineral. Seller agrees that all inquiries and diligence performed shall be consistent with the requirements of the Rule.

34.4 Seller agrees that it shall require its own subcontractors and suppliers (at any tier in the supply chain for a product delivered to General Dynamics under this Order) to furnish information to Seller necessary to support Seller's obligations under this Section 34.

34.5 Seller will maintain records reviewable by General Dynamics to support its certifications above.

34.6 Seller acknowledges that General Dynamics may utilize and disclose Conflict Minerals information provided by Seller in order to satisfy its disclosure obligations under the Rule.

34.7 If General Dynamics determines that any certification made by Seller under this Section 34 is inaccurate or incomplete in any respect, then General Dynamics may terminate this Order pursuant to the provision per Section 14.2 "TERMINATION FOR DEFAULT" above.

**35.0 IMPORTED ALUMINUM** - If this Order includes Goods that include imported aluminum, Seller shall ensure such aluminum is not of Russian origin and special duties have not been paid. In the event the Seller is providing Goods that include aluminum that is of Russian origin, Seller shall pay the special duties prior to delivery to Buyer in accordance with the Presidential Proclamation 10522 on Adjusting Imports of Aluminum into the United States and shall provide Buyer with documentation of the (i) Primary country of smelt; (ii) Secondary country of smelt; and (iii) Country of cast at the time of delivery of the Products to Buyer.

**36.0 INDEPENDENT CONTRACTOR** – It is the intention of Buyer and Seller that for all purposes Seller is and shall be an independent contractor and the sole employer and/or principal of any and all persons assigned by Seller to provide services under this Order. Seller is obligated to perform all requirements of an employer under federal, state, and local laws and ordinances (or foreign law, if applicable). Such compliance shall include, but not be limited to, laws regarding minimum wages, social security, unemployment insurance, federal and state income taxes and workers' compensation insurance. Seller, not Buyer, is the "common law employer" within the meaning of Treas. Reg. § 31.3401(c)-1(c)) of employees of all persons assigned by Seller to provide services under this Order. Under no circumstances shall Seller or its employees or agents be construed to be employees, representatives, or agents of Buyer for any purpose, including but not limited to record keeping obligations under state or federal OSHA and Worker's Compensation Laws. Seller's employees and agents shall not be entitled to participate in the profit sharing, pension, or other plans established for the benefit of Buyer's employees. If required by federal or state law, Seller agrees to comply with the Family and Medical Leave Act ("FMLA") for its employees and agrees that with regard to such employees, it is the primary employer as defined by the FMLA regulations.

**37.0 Headings** - The headings used in this Order are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions of this Order.

**38.0 Notification of Subcontract Content Exceeding 70 Percent** - In compliance with DFARS 252.244-7001, Seller shall maintain procedures to timely notify Buyer, in writing, if Seller changes the amount of lower-tier subcontractor effort after award

such that it exceeds 70 percent of the total cost of the Work to be performed under its Subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Seller will provide added value as related to the Work to be performed by the lower-tier subcontractor(s). This requirement is applicable to each of the Seller's lower-tier cost-reimbursement subcontracts no matter the value and all letter subcontracts, fixed-price subcontracts, time and materials subcontracts and labor hour subcontracts if the subcontract exceeds the simplified acquisition threshold. Seller shall include the substance of this clause in all sub-tier subcontracts.

**39.0 Report of Intended Performance Outside the United States and Canada** - As required by DFARS 252.225-7003 Report of Intended Performance Outside the United States and Canada-Submission with Offer and DFARS 252.225-7004 Report of Intended Performance Outside the United States and Canada-Submission after Award, the Supplier or Subcontractor shall report if it intends to perform or performs any part of the purchase order or subcontract outside the United States and Canada that 1) exceeds \$750,000 in value; and 2) could be performed inside the United States or Canada. The Supplier or Subcontractor shall use DD Form 2139, Report of Contract Performance Outside the United States; or a computer-generated report that contains all information required by DD Form 2139. Copies of DD Form 2139 are available at <https://www.esd.whs.mil/Directives/forms/>. Reports shall be submitted with the proposal submission or as soon as practical after the information is known after contract award.

**40.0 Required U. S. Government Clauses** - The following Federal Acquisition Regulation (FAR) and Department of Defense FAR Supplement (DFARS) clauses are incorporated herein by reference. The date of the FAR/DFARS clause in effect as of the date of the Prime Contract execution shall apply unless otherwise specified. In all FAR/DFARS clauses below, the term "Contractor" shall mean "Seller", the term "Order" shall mean this Order and the terms "Government", "Contracting Officer" and equivalent phrases as used in the FAR/DFARS clauses below mean Buyer and Buyer's Authorized Procurement Representative, respectively. It is intended that the referenced clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to Buyer, to ensure Seller's obligations to Buyer and to the United States Government, and to enable Buyer to meet its obligations under its Prime Contract or Subcontract. The extent and scope of applicability to this Order shall be in accordance with the terms, requirements, guidelines, and limitations stated in each clause. DFARS 227.7202, entitled Commercial Computer Software and Commercial Computer Software Documentation, shall govern the acquisition of Commercial Computer Software.

If the Government Contracting agency is other than the Department of Defense, the applicable clauses of such Contracting agency that supplement the FAR clauses cited below are hereby incorporated by reference, and the DFARS clauses cited below would be deemed deleted.

Exceptions to the clauses below are noted as follows:

Note 1 - This clause applies only if the Seller is supplying an item that is an end product under the Buyer's prime Contract.

Note 2 - "Contracting Officer" mean only "U.S. Government Contracting Officer".

Note 3 - "Government" as used in the clause means only "U. S. Government".

*SELLER SHALL COMPLY WITH THE FOLLOWING FAR/DFARS AND INCLUDE THE SAME IN EACH LOWER-TIER SUBCONTRACT. THE MOST CURRENT VERSIONS OF THE FOLLOWING CLAUSES APPLY UNLESS OTHERWISE STATED.*

*IF ANY OF THE BELOW CLAUSES ARE NOT APPLICABLE DUE TO THE NATURE OF THIS ACQUISITION OR BY THEIR EXPRESS TERMS, THEY SHALL BE OF NO FORCE OR EFFECT. In all FAR/DFARS clauses below, the term "Contractor" shall mean "Subcontractor," the term "Contract" shall mean this "Subcontract," and the terms "Government," "Contracting Officer" and equivalent phrases as used in the FAR/DFARS clauses below mean Contractor and Contractor's Subcontracts Professional, respectively. It is intended that the referenced clauses shall apply to Subcontractor in such manner as is necessary to reflect the position of Subcontractor as a Subcontractor to Contractor, to ensure Subcontractor's obligations to Contractor and to the United States Government, and to enable Contractor to meet its obligations under its Prime Contract or Subcontract. The extent and scope of applicability to this Subcontract shall be in accordance with the terms, requirements, guidelines, and limitations stated in each clause.*

*If the Government Contracting agency is other than the Department of Defense, the applicable clauses of such Contracting agency that supplement the FAR clauses cited below are hereby incorporated by reference, and the DFARS clauses cited below would be deemed deleted.*

#### **FAR/DFARS Clauses - Applicable to Solicitation**

- |           |   |
|-----------|---|
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable if this Solicitation Exceeds \$200,000) |
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation                |
| 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment  |
| 52.204-29 | Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures   |
| 52.215-22 | Limitations on Pass-Through Charges – Identification of Subcontract Effort  |

## General Dynamics Proprietary Information

52.222-22	Previous Contracts and Compliance Reports
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan (Applicable if at least \$700,000 of the value of the Order will be performed outside the United States; and the acquisition is not entirely for commercially available off-the-shelf items)
52.225-2	Buy American (If the Seller is supplying other than domestic end products, the required listing shall be included in the proposal submission.)
52.225-6	Trade Agreements Certificate (If the Seller is supplying other than U.S.-made or designated country end products, the required listing shall be included in the proposal submission.)
252.203-7005	Representation Relating to Compensation of Former DoD Officials
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls
252.204-7016	Covered Defense Telecommunications Equipment or Services—Representation
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements (applicable if over micro purchase threshold)
252.204-7025	Notice of Cybersecurity Maturity Model Certification Level Requirements
252.225-7000	Buy American – Balance of Payments Program Certificate (If the Seller is supplying an end product other than domestic end products or qualifying country end products, the required listing shall be included in the proposal submission. Applies in lieu of FAR 52.225-2)
252.225-7003	Report of Intended Performance Outside the United States and Canada – Submission with Offer
252.225-7017	Photovoltaic Devices
252.225-7020	Trade Agreements Certificate (If the Seller is supplying an end product other than U.S.-made, qualifying country, or designated country end products, the required listing shall be included in the proposal submission. Applies in lieu of FAR 52.225-6.)
252.225-7046	Exports by Approved Community Members in Response to the Solicitation
252.225-7051	Prohibition on Acquisition of Certain Foreign Commercial Satellite Services
252.225-7053	Representation Regarding Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation
252.225-7057	Preaward Disclosure of Employment of Individuals who Work in the People's Republic of China
252.225-7055	Representation Regarding Business Operations with the Maduro Regime
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region—Representation
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems--Representation
252.239-7009	Representation of Use of Cloud Computing
252.239-7017	Notice of Supply Chain Risk
252.247-7022	Representation of Extent of Transportation by Sea

### FAR Clauses

#### FAR Clauses Applicable to this Order (Exceptions as noted).

52.202-1	Definitions
52.203-3	Gratuities (If Order Exceeds the Simplified Acquisition Threshold ( <i>see</i> (FAR 2.101))
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (if Order Exceeds \$200,000)
52.203-13	Contractor Code of Business Ethics and Conduct (Not applicable if the performance period is less than 120 days). All disclosures of violation of the civil False Claims Act or of the Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.) (If Order Exceeds \$7,500,000)
52.203-14	Display of Hotline Poster(s) (except when the Contract is (1) for the acquisition of a commercial product or commercial service; or (2) performed entirely outside the United State.) Include in all lower tier subcontracts that exceeds \$7,500,000
52.203-15	Whistleblower Protections under the American Recovery and Reinvestment Act of 2009
52.203-16	Preventing Personal Conflicts of Interest (If Order Exceeds the Simplified Acquisition Threshold)
52.203-17	Contractor Employee Whistleblower Rights
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.203-5	Covenant Against Contingent Fees (If Order Exceeds the Simplified Acquisition Threshold)
52.203-6	Restrictions on Subcontractor Sales to the Government (If Order Exceeds the Simplified Acquisition Threshold)
52.203-7	Anti-Kickback Procedures
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity
52.204-2	Security Requirements (Applies if the Work requires access to classified information)
52.204-9	Personal Identity Verification of Contractor Personnel

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (If Order Exceeds \$40,000)
52.204-19	Incorporation by Reference of Representations and Certifications
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.204-27	Prohibition on a ByteDance Covered Application
52.204-28	Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts
52.204-30	Federal Acquisition Supply Chain Security Act Orders—Prohibition
52.208-8	Required Sources for Helium and Helium Usage Data
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (If Order Exceeds \$45,000)
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements
52.215-2	Audit and Records – Negotiation
52.215-12	Subcontractor Certified Cost or Pricing Data (If Order Exceeds the cost or pricing data threshold ( <i>see</i> (FAR 15.403-4)))
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (If Order Exceeds the cost or pricing data threshold)
52.215-14	Integrity of Unit Prices (If Order Exceeds the Simplified Acquisition Threshold)
52.215-15	Pension Adjustments and Asset Reversions (Notes 2 & 3) (If Order Exceeds the cost or pricing data threshold)
52.215-17	Waiver of Facilities Capital Cost Of Money (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor did not propose facilities capital cost of money in its offer.)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
52.215-19	Notification of Ownership Changes (If Order Exceeds \$ the cost or pricing data threshold)
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data (Paragraph (a)(2) Contracting Officer shall only mean Government Contracting Officer) (If Order Exceeds the cost or pricing data threshold)
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Paragraph (a)(2) Contracting Officer shall only mean Government Contracting Officer) (If Order Exceeds the cost or pricing data threshold)
52.215-23	Limitations of Pass-through Charges (Non DoD only) (If Order Exceeds the Simplified Acquisition Threshold)
52.219-8	Utilization of Small Business Concerns (If Order Exceeds the Simplified Acquisition Threshold)
52.219-9	Small Business Subcontracting Plan (If FAR 52.219-9 is applicable to this Contract, Seller's Subcontracting Plan shall be incorporated into this Contract, and Seller shall submit Small Business Subcontracting Reports (Individual Subcontracting Report (ISR)). ( <i>This Clause does not apply to Small Businesses</i> ) (If Order Exceeds the prime contractor subcontracting plan requirement ( <i>see</i> (FAR 19.702)))
52.219-16	Liquidated Damages -- Subcontracting Plan (Applies only if FAR 52.219-9 is applicable)
52.222-1	Notice to the Government of Labor Disputes
52.222-3	Convict Labor
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (If Order Exceeds \$200,000)
52.222-19	Child Labor- Cooperation with Authorities and Remedies
52.222-20	Contracts for Materials, Suppliers, Articles and Equipment Exceeding \$15,000 (If Order Exceeds \$15,000)
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Veterans (if Order Exceeds \$200,000)
52.222-36	Affirmative Action for Workers with Disabilities (If Order Exceeds \$20,000)
52.222-37	Employment Reports on Veterans (If Order Exceeds \$200,000)
52.222-40	Notification of Employee Rights under the National Labor Relations Act (If Order Exceeds \$10,000)
52.222-41	Service Contract Labor Standards (If Order Exceeds \$2,500)
52.222-42	Statement of Equivalent Rates for Federal Hires (If Order Exceeds \$2,500)
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiyear and Option Contracts) (If Order Exceeds \$2,500)
52.222-50	Combating Trafficking in Persons
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (If Order Exceeds \$2,500)
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements (If Order Exceeds \$2,500)



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52.222-54	Employment Eligibility Verification (Does not apply to commercial off the shelf-items) (If Order Exceeds \$3,500)
52.222-55	Minimum Wages Under Executive Order 13658 (Applicable if FAR 52.222-41 applies and the work will be performed, in whole or in part, in the United States) (If Order Exceeds \$2,500)
52.222-62	Paid Sick Leave Under Executive Order 13706
52.223-3	Hazardous Material Identification and Material Safety Data (Alternate I applies only to Non-DoD Contracts)
52.223-6	Drug Free Workplace
52.223-7	Notice of Radioactive Materials (In paragraph (a), insert "thirty (30)" in the blank.)
52.223-11	Ozone-Depleting Substances
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.223-23	Sustainable Products and Services
52.224-3	Privacy Training
52.225-1	Buy American – Supplies Outside the United States
52.225-5	Trade Agreements
52.225-8	Duty-Free Entry (If included in the Buyer's contract)
52.225-13	Restrictions on Certain Foreign Purchases
52.225-19	Contractor Personnel in a Designated operational Area or Supporting a Diplomatic or Consular mission
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises.
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-3	Patent Indemnity
52.227-9	Refund of Royalties (Applies when reported royalty exceeds \$250.) (If Order Exceeds \$750,000)
52.227-10	Filing of Patent Applications - Classified Subject Matter (Notes 2 & 3)
52.227-11	Patent Rights - Ownership by the Contractor (DOD Large Businesses only see DFARS 252.227-7038) (Notes 2 & 3)
52.227-14	Rights in Data - General (Non DoD only) (Notes 2 & 3)
52.227-19	Commercial Computer Software-License (Non DoD only)
52.228-3	Workers' Compensation Insurance (Defense Base Act)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas
52.228-5	Insurance-Work on a Government Installation
52.229-3	Federal, State, and Local Taxes
52.230-2	Cost Accounting Standards (Large Businesses only) (Notes 2 & 3) (If Order Exceeds the cost or pricing data threshold (see (FAR 15.403-4)))
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Large Business only) (Notes 2 & 3) (If Order Exceeds the cost or pricing data threshold)
52.230-4	Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns (Large Business only) (Notes 2 & 3) (If Order Exceeds the cost or pricing data threshold)
52.230-5	Cost Accounting Standards- Educational institution (If Order Exceeds the cost or pricing data threshold)
52.230-6	Administration of Cost Accounting Standards (Large Businesses only) (Notes 2 & 3) (If Order Exceeds the cost or pricing data threshold)
52.232-17	Interest (If Order Exceeds the Simplified Acquisition Threshold)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Applies if SELLER is a small business concern. This clause does not apply if General Dynamics does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)
52.233-2	Service of Protest (If Order Exceeds the Simplified Acquisition Threshold)
52.233-3	Protest After Award (If Order Exceeds the Simplified Acquisition Threshold)
52.233-4	Applicable Law for Breach of Contract Claim
52.234-1	Industrial Resources Developed under Defense Production Act Title III
52.237-2	Protection of Government Buildings, Equipment And Vegetation (Applies if Work is performed on a Government installation.
52.237-7	Indemnification and Medical Liability Insurance
52.242-5	Payments to Small Business Subcontractors
52.242-13	Bankruptcy (If Order Exceeds the Simplified Acquisition Threshold)
52.242-15	Stop-Work Order (Paragraph (b)(2)-change 30 days to 20 days), with Alternate I
52.242-17	Government Delay of Work
52.243-6	Change Order Accounting
52.243-7	Notification of Changes (Insert "10 calendar days" in the spaces provided in paragraphs (b) and (d)) (If Order Exceeds \$1,000,000)
52.244-5	Competition in Subcontracting (If Order Exceeds the Simplified Acquisition Threshold)
52.244-6	Subcontracts for Commercial Products or Commercial Services

52.245-1	Government Property (Applies only if Government Property is provided.)
52.245-9	Use and Charges (Applies only if Government Property is provided.)
52.246-1	Contractor Inspection Requirements
52.246-2	Inspection of Supplies – Fixed Price
52.246-16	Responsibility for Supplies
52.246-23	Limitation of Liability ("Acceptance of supplies delivered under this Subcontract" shall mean acceptance by the Government under the prime Contract of the supplies delivered hereunder or as incorporated in supplies delivered to BUYER.)
52.246-25	Limitation of Liability – Services (If Order Exceeds the Simplified Acquisition Threshold)
52.246-26	Reporting Nonconforming Items
52.246-4	Inspection of Services – Fixed Price
52.246-7	Inspection of Research and Development – Fixed Price
52.247-34	F.O.B. Destination
52.247-63	Preference for U.S.-Flag Air Carriers (Applies only if U S Government financed international air transportation of personnel (and their personal effects or property will occur in the performance of this Subcontract.)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Applies only if ocean transport maybe involved.)
52.249-2	Termination For Convenience of the Government (Fixed Price) (Paragraph (d) is deleted and Paragraph (e) is modified by changing "1 year" to "2 months" in all places.)
52.249-6	Termination including Alternate IV
52.249-8	Default (Fixed-Price Supply and Service)
52.249-14	Excusable Delays
52.222-35	Equal Opportunity for Veterans (If Order Exceeds \$200,000)
52.215-14	Integrity of Unit Prices (If Order Exceeds the Simplified Acquisition Threshold)

## DFARS Clauses

### DFARS Clauses Applicable to this Order (Exceptions as noted).

252.203-7000	Requirements Relating to Compensation of Former DoD Officials
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contractor Related Felonies. (If the Order Exceeds the Simplified Acquisition Threshold)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.203-7003	Agency Office of the Inspector General (Applies if FAR 52.203-13 applies) (If the Order Exceeds \$7,500,000)
252.203-7004	Display of Fraud Hotline Poster(S) (Replaces FAR 52.203-14) (If the Order Exceeds \$7,500,000)
252.204-7000	Disclosure of Information ((In paragraph (b), change "45" days to "60"days.))
252.204-7003	Control of Government Personnel Work Product
252.204-7004	Antiterrorism Awareness Training for Contractors
252.204-7005	Oral Attestation of Security Responsibilities
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contactor Reported Cyber Incident Information
252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S. International atomic Energy Agency Additional Protocol
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (Include this clause in all contractual instruments for operationally critical support, or for which performance will involve a covered contractor information system, including agreements for commercial products and commercial services, without alteration, except to identify the parties.) The Seller shall rapidly report cyber incidents to the GDMS Security Operations Center (SOC) hotline at (210) 638-7050 and directly to DoD at <a href="https://dibnet.dod.mil">https://dibnet.dod.mil</a> within 72 hours of discovery and shall rapidly report cyber incidents to Buyer's authorized Supply Chain Professional by a method(s) that ensures receipt by Buyer's authorized Supply Chain Professional within 48 hours of discovery, e.g., email, and must confirm receipt by Buyer's authorized Supply Chain Professional within that time period. The Seller shall also provide the Buyer with the incident report number, automatically assigned by DoD, as soon as practicable. In addition to the foregoing, in the event that Seller experiences a cyber incident it shall provide Buyer with a written status report, no less than monthly, detailing the remediation of the incident until such incident has been fully rectified. (This clause is not applicable to acquisitions of solely "COTS items" as defined in FAR 2.101.)
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. In the event the Seller identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Seller shall report at <a href="https://dibnet.dod.mil">https://dibnet.dod.mil</a> and the Buyer the information contained in (d)(2) of this clause within three business days from the date of such identification or notification. The Seller shall

## General Dynamics Proprietary Information

also provide the information required in (d)(2)(ii) of the clause to the Government and the Buyer within thirty business days of submitting the initial report required in (d)(2)(i).

252.204-7020	NIST SP 800-171 DoD Assessment Requirements (applicable if over micro purchase threshold)
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement (Subcontractor must provide evidence of the CMMC Level it has attained (e.g., a screenshot of its relevant SPRS entry).)
252.205-7000	Provision of information to Cooperative Agreement Holders (If the Order Exceeds \$1,500,000)
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material (If the Order Exceeds the Simplified Acquisition Threshold)
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Country that is a State Sponsored of Terrorism (If the Order Exceeds \$200,000)
252.211-7003	Item Identification and Valuation
252.211-7008	Use of Government-Assigned Serial Numbers
252.215-7002	Cost Estimating Systems Requirements (If contract awarded on basis of cost and pricing data)
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)
252.219-7004	Small Business Subcontracting Plan (Test Program)
252.222-7000	Restrictions on Employment of Personnel
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements (If the Order Exceeds \$1,000,000)
252.223-7001	Hazard Warning Labels
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Add Alternate as appropriate)
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7001	Buy American and Balance of Payments Program (Applies in lieu of FAR 52.225-1)
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7004	Report of Intended Performance outside the United States and Canada – Submission after Award (If the Order Exceeds \$20,000,000)
252.225-7007	Prohibition on Acquisition of United States Munitions List Items From Communist Chinese Military Companies
252.225-7008	Restriction on Acquisition of Specialty Metals(If the Order Exceeds the Simplified Acquisition Threshold)
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (If the Order Exceeds the Simplified Acquisition Threshold)
252.225-7012	Preference for Certain Domestic Commodities (If the Order Exceeds \$200,000)
252.225-7013	Duty-Free Entry
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (If the Order Exceeds \$150,000)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain
252.225-7021	Trade Agreements (Applies in lieu of FAR 52.225-5)
252.225-7025	Restriction on Acquisition of Forgings
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales
252.225-7028	Exclusionary Policies and Practices of Foreign Governments
252.225-7033	Waiver of United Kingdom Levies (UK Contracts only) (If the Order Exceeds \$1,000,000)
252.225-7036	Buy American - Free Trade Agreement - Balance of Payments Program (If the Order Exceeds \$25,000)
252.225-7038	Restriction on Acquisition of Air Circuit Breakers
252.225-7040	Contractor Personnel Authorized to Accompany U. S. Armed Forces Deployed Outside the United States.
252.225-7043	Anti-Terrorism/Force Protection Policy for Defense Contractors Outside The United States (Applies where Seller will be performing or traveling outside the U.S. under this Subcontract.)
252.225-7047	Exports by Approved Community Members in Performance of the Contract
252.225-7048	Export-Controlled Items
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten
252.225-7054	Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime
252.225-7058	Postaward Disclosure of Employment of Individuals who Work in the People's Republic of China (If the Order Exceeds \$5,000,000)
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns – DOD Contracts (If the Order Exceeds \$500,000)
252.226-7003	Drug-Free Work Force (If the Order Exceeds the Simplified Acquisition Threshold)
252.227-7013	Rights in Technical Data- Noncommercial Items (Note 3)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Note

3)	
252.227-7015	Technical Data - Commercial Items (Notes 2 & 3)
252.227-7016	Rights in Bid or Proposal Information (Note 3)
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (Notes 2 & 3)
252.227-7019	Validation of Asserted Restrictions - Computer Software (Notes 2 & 3)
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
252.227-7026	Deferred Delivery of Technical Data or Computer Software
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government
252.227-7030	Technical Data-Withholding of Payment
252.227-7037	Validation of Restrictive Markings on Technical Data (Notes 2 & 3)
252.227-7038	Patent Rights – Ownership by the Contractor (Large business) (Replaces FAR 52.227-11 for DOD contracts only)
252.227-7039	Patents-Reporting of Subject Inventions (Applicable to contracts containing FAR 52.772-11 only)
252.228-7001	Ground and Flight Risk
252.228-7005	Accident Reporting and Investigation involving Aircraft, Missiles, and Space Launch Vehicles
252.231-7000	Supplemental Cost Principles
252.235-7003	Frequency Authorization
252.239-7010	Cloud Computing Services
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services
252.239-7018	Supply Chain Risk
252.243-7001	Pricing of Contract Modifications
252.243-7002	Request for Equitable Adjustment (If the Order Exceeds the Simplified Acquisition Threshold)
252.244-7000	Subcontracts for Commercial Items
252.245-7003	Contractor Property Management System Administration
252.245-7005	Management and Reporting Government Property
252.246-7001	Warranty of Data - Alternate II
252.246-7003	Notification of Potential Safety Issues
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008	Sources of Electronic Parts
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer
252.247-7023	Transportation of Supplies by Sea (If the Order Exceeds the Simplified Acquisition Threshold)
252.247-7024	Notification of Transportation of Supplies by Sea (If the Order Exceeds the Simplified Acquisition Threshold)
252.247-7027	Riding Gang Member Requirements

**40. Additional Flowdown Clauses.** Additional clauses identified in the Prime Contract may be added to this Order as an attachment.