

TREK CONNECT, INC. - PURCHASE ORDER TERMS AND CONDITIONS

1. **AGREEMENT AND ACCEPTANCE.** This Purchase Order constitutes the complete and final offer of Trek Connect ("Buyer") to the vendor identified on the face of this Purchase Order ("Seller") for the goods described on the face of this Purchase Order (the "Goods"). In accepting this order and/or making any deliveries hereunder, Seller agrees to these terms and conditions and also the terms and conditions noted on the face of this Purchase Order. This Purchase Order constitutes the entire agreement between the parties with respect to the Goods, and supersedes all previous offers and agreements, whether oral or written, including any quotation made by Seller. No addition to, or other modification of, this Purchase Order shall be binding on Buyer unless it is in writing and executed by a duly authorized representative of Buyer. In the event of a conflict between any of the terms contained on the face of this Purchase Order and these terms & conditions, the terms on the face of the Purchase Order shall control.
2. **FAR, DFAR, CFR, USC REGULATIONS AND CLAUSES.** The Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), Code of Federal Regulations (CFR), and United States Code (USC), regulations and clauses referenced below in Paragraph 30 are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, during the performance of this Purchase Order contract. When a FAR clause uses a word or term that is defined in the FAR, the word or term shall have the same meaning as in the definition in FAR 2.101 in effect on the date of this Purchase Order unless (i) a different definition is expressly set forth in this Purchase Order; or (ii) the part, subpart, or section of the FAR where the clause is prescribed provides a different meaning; or (iii) the word or term is defined in FAR Part 31, for use in the cost principles and procedures. When a DFARS clause uses a word or term that is defined in the DFARS, the word or term shall have the same meaning as in the definition in DFARS 202.101 in effect on the date of this Purchase Order Contract unless (i) a different definition is expressly set forth in this Purchase Order; or (ii) the part, subpart, or section of the DFARS where the clause is prescribed provides a different meaning; or (iii) the word or term is defined in FAR Part 31, for use in the cost principles and procedures.
3. **PRICE.** The total price of the Goods shall be as stated on the face of this Purchase Order. If no price is stated, then the price of the goods shall be the last quoted price. Unless otherwise stated on the face of this Purchase Order all prices are net 60 days, F.O.B. Buyer, freight collect. No additional charges or assessments of any kind (including, without limitation, freight/shipping charges duties or taxes) will be allowed unless such charges are clearly disclosed to Buyer in advance of delivery and agreed to by Buyer in writing. Seller agrees that the prices, discounts, and allowances on the Goods are no less favorable than those currently extended to any other customer of Seller for the same or similar articles in equal or lower quantities.
4. **GRACE AND DISCOUNT PERIODS.** Payment grace periods and cash discount periods shall be calculated from the date of Buyer's receipt of acceptable Goods, together with complete and accurate invoices and all supporting documentation, not from the date on which the Goods are shipped.
5. **GENERAL REQUIREMENTS.** Unless otherwise noted on the face of this Purchase Order, all Goods must be manufactured to the specifications supplied by Buyer or to the applicable industry, mil-spec or similar military standards and must strictly conform to all applicable material, dimensional, and performance requirements. Each lot must meet or exceed an AQL = 2.5 per ANSI Z1.4 (c=0).
6. **WARRANTIES.** Without limiting any warranties implied by law with respect to the Goods, Seller expressly warrants that the Goods are: (a) new and unused; (b) free and clear of all liens and encumbrances; (c) of merchantable quality; (d) free from defects in design (unless designed by Buyer), materials and workmanship; (e) in strict conformance with all applicable specifications, instructions, drawings, and samples (including performance specifications); and (f) fit for Buyer's intended purpose to the extent communicated to Seller. Seller further warrants that it has good and marketable title to the Goods, and that the Goods have been manufactured and delivered in compliance with all applicable laws. All warranties shall inure to the benefit of Buyer, its customers, and any subsequent owners or users of the Goods. No disclaimer of warranty, limitation of warranty, or liability or exclusion of damages for breach of warranty appearing in any invoice or other form used by Seller shall have any effect on the warranties contained in this Purchase Order. Buyer's approval of any designs or drawings furnished by Seller shall not relieve Seller of its warranty obligations, and Seller's warranties shall survive any inspection or acceptance of the Goods by Buyer.
7. **DELIVERY.** Buyer's production schedules are predicated upon the delivery of the Goods to Buyer at the delivery time specified on the face of this Purchase Order, and therefore time is of the essence under this Purchase Order. If deliveries are not made by the time specified, then, in addition to any other rights it may have at law or in equity, Buyer may refuse to accept such late deliveries, and may purchase similar goods elsewhere and hold Seller liable for any resulting loss. If deliveries are made more than three (3) business days in advance of the time specified, Buyer may return the Goods to Seller, at Seller's cost, or may store such Goods at Seller's cost until the specified time for delivery.
8. **OVERSHIPMENTS.** Overshipments of more than ten percent (10%) of the specified quantity of Goods shall not be accepted by Buyer. In the event of an overshipment, Buyer will either, at Seller's option, return the excess amount to Seller at Seller's cost and expense, or keep the excess amount with an appropriate adjustment to the invoice price not to exceed ten percent (10%) of the cost of the Goods in the correct amount ordered.
9. **INSPECTION AND REJECTION.** All Goods received by Buyer shall be subject to the right of inspection and rejection of Buyer and Buyer's re-sale customers (if applicable) within a reasonable time after delivery of the Goods to their ultimate destination. Any payment by Buyer to Seller pursuant to this Purchase Order, whether in response to an invoice or otherwise, shall not constitute acceptance of the Goods, and shall be without prejudice to any claims of Buyer against Seller.
10. **CERTAIN REMEDIES FOR DEFECTIVE GOODS.** In addition to any other remedies which Buyer may have under this Purchase Order or otherwise, Buyer may require Seller to repair or remove and replace any defective Goods rejected by Buyer. Seller shall be liable for a proportionate share of the inbound freight costs, all outbound freight costs, and a reasonable handling and storage charge in connection with any defective Goods. Seller shall not supply replacements for rejected Goods unless so directed by Buyer.
11. **CERTAIN REMEDIES FOR DISQUALIFIED GOODS.** For Goods described on the face of this Purchase Order which are qualified product controlled by any U.S. Government, QPL or NAVSEA specifications and or Approval Status by the same: if those Goods fail to meet those applicable U.S. Government, QPL, TACOM, or NAVSEA specifications or in the event that Seller's QPL, or Approved Status is revoked, suspended, or otherwise becomes invalid, Seller shall allow Buyer to return Buyer's remaining inventory of affected products for full credit (determined by the price originally paid) and Seller shall allow Buyer to cancel any remaining open quantity of affected products without penalty.
12. **PRODUCT RECALL.** Seller shall notify Seller if a product recall or product safety notice is required for Goods described on the face of this Purchase Order.
13. **INDEMNIFICATION.** Seller shall indemnify, hold harmless, and defend Buyer and its directors, officers, employees, agents, customers, and affiliates from any and all costs, claims, suits, liabilities, damages, and expenses of any kind whatsoever (including, but not limited to, court costs and reasonable attorneys' fees), arising out of or in connection with: (a) any breach or alleged breach of any representation, warranty, covenant, or agreement made by Seller pursuant to this Purchase Order; (b) any claim of unfair competition or infringement of any patent, copyright, trademark, tradename, or other intellectual property or contract right arising out of the manufacture, sale, use, or distribution of the Goods; (c) any claim of death or bodily injury to persons, or damage to property, caused or alleged to have been caused by the Goods; (d) any delay in the delivery of the Goods; and (e) any act or omission of willful misconduct, recklessness, or negligence of Seller or any agent or representative of Seller. Buyer may offset any amounts owed to it by Seller in connection with this indemnification provision or otherwise against any amounts it may owe Buyer in connection with this Purchase Order or otherwise.
14. **PACKING AND SHIPPING MATERIALS.** Unless otherwise specified on the face of this Purchase Order, prices shall include all charges for packing, palletizing and labeling the Goods. The Goods shall be packed by Seller in suitable containers for protection in shipment and storage. Shipment shall be packed for shipment to minimize Buyer's freight costs.
15. **CARTON LABELING.** Unless otherwise specified on the face of this purchase order, the outside of each carton must be clearly labeled with the following: (a) Buyer's Purchase Order number (as set forth on the face of this Purchase Order); (b) Buyer's item number (as set forth on the face of this Purchase Order) for the Goods contained in the carton; (c) the quantity of pieces contained in the carton; (d) the manufacturer's lot number for the Goods contained in the Carton; and (e) the country of origin of the Goods contained in the carton; (f) Buyer's ship to - name and address; (g) item description; and (h) carton number (ex.: "1 of 3"). *Items (a) - (c) shall also be bar-coded using the Code 39 format.*
16. **PACKING DOCUMENTATION.** An itemized packing list shall accompany each shipment of the Goods. This packing list shall contain the following: (a) Buyer's Purchase Order number (as set forth on the face of this Purchase Order); (b) Buyer's item number (as set forth on the face of this Purchase Order) for the Goods in the shipment; (c) the quantity of pieces (broken down by line item) in the shipment; (d) the manufacturer's lot number and quantities for each lot of the Goods in the shipment; (e) the country of origin of the Goods (broken down by line item) in the shipment; (f) Buyer ship to - name and address; (g) Item Description; and (h) total weight of the shipment.
17. **SHIPPING DOCUMENTATION.** The number of this Purchase Order shall appear on each invoice, bill of lading, waybill, and freight bill relating to the Goods. Seller shall promptly notify Buyer as to the date of each shipment made under this Purchase Order, and shall forward to Buyer, with the invoice, the express receipt or bill of lading, signed by the carrier, evidencing that the shipment was made or carrier tracking number or Pro number.
18. **CERTIFICATION DOCUMENTATION.** Each lot of Goods must be accompanied by a Certificate of Compliance or similar documentation evidencing that the lot meets all applicable material and performance certifications.
19. **CERTAIN REMEDIES FOR INCORRECT PACKING, LABELING, OR DOCUMENTATION.** In addition to any other remedies which Buyer may have under this Purchase Order or otherwise, in the event that Seller fails to comply with any of the packing, labeling, or documentation requirements of this Purchase Order, Buyer may, but shall not be required to, re-pack, re-label, and/or re-document the non-compliant items in order to satisfy the requirements of this Purchase Order. In such an event, Seller shall be responsible for reimbursing Buyer's actual expenses, as well as Buyer's labor costs at a rate of \$30 per hour. Any amounts owed Buyer by Seller under this section may be offset against any amounts owed Seller by Buyer under this Purchase Order or otherwise.
20. **CHANGES.** Buyer shall have the right to make, from time to time upon notice to Seller, changes to its packing and testing requirements, specifications, designs, and delivery schedules and destinations. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes, and an equitable adjustment in the prices or other terms of this Purchase Order shall then be agreed upon by the parties in a written amendment to this Purchase Order.
21. **INSURANCE.** Seller shall maintain liability and property damage insurance adequate to cover its obligations under this Purchase Order, and shall maintain proper workmen's compensation coverage on all employees engaged in the performance of its obligations under this Purchase Order.
22. **RISK OF LOSS.** All risk of damage to, or loss of, the Goods from any cause whatsoever shall remain with Seller until the Goods are delivered to Buyer at the delivery point specified on the face of this Purchase Order.
23. **PUBLICITY AND USE OF NAMES.** Seller shall not, without Buyer's prior written consent: (a) publicly announce this Purchase Order or the existence of the business relationship between Seller and Buyer created thereby; (b) use Buyer's name, trademarks, trade names, or logos; or (c) use Buyer as a reference, quote the opinion of any of Buyer's employees or agents, or otherwise publicly disclose that it is supplying goods for Buyer's benefit.
24. **CONFIDENTIALITY.** Any drawings, data, designs, specifications, or other processing and technical information (collectively, the "Information") supplied by Buyer to Seller shall remain Buyer's property and be kept confidential by Seller. The Information shall only be used by Seller to the extent necessary to manufacture the Goods, and shall not be disclosed to third parties without Buyer's express written consent. Upon completion by Seller of its obligations under this Purchase Order, Seller shall, at Buyer's option, either return or destroy the Information.
25. **CANCELLATION.** Buyer may cancel any outstanding portion of this Purchase Order without penalty in the event any of the Goods are defective or Seller otherwise fails to comply with any of the terms and conditions of this Purchase Order. Buyer may also cancel any outstanding portion of this Purchase Order in the event Seller becomes insolvent, is subject to a bankruptcy proceeding, makes an assignment for the benefit of creditors, or ceases or suspends its normal business operations. Any cancellation by Buyer shall be without prejudice to any other rights which Buyer may have against Seller under this Purchase Order or otherwise.
26. **ASSIGNMENT.** Seller shall not assign any of its rights, or delegate any of its duties, under this Purchase Order without the prior written consent of Buyer, and any attempt to do so shall be void.
27. **REMEDIES AND WAIVER.** All rights and remedies of Buyer under this Purchase Order shall be cumulative and in addition to any other rights and remedies available to Buyer under any other valid agreement with Seller or any applicable law. No waiver of any breach of the provisions of this Purchase Order shall be deemed a waiver of any other or further breach.
28. **SEVERABILITY.** If any provision of this Purchase Order shall be found invalid, illegal, or unenforceable to any extent, the remainder of this Purchase Order and its application shall not be affected, and shall remain enforceable to the fullest extent permitted by law.
29. **GOVERNING LAW AND VENUE.** This Purchase Order shall be construed in accordance with, and governed by, the internal laws of the State of New Jersey without regard to that state's choice of law principles. Any action brought in connection with this Purchase Order or the Goods shall be brought only in the federal or state courts located in Burlington County, New Jersey. Seller irrevocably submits to the personal jurisdiction of such courts, and waives any objection it may have concerning the venue or convenience of such forums.

30. FAR, DFAR, CFR, USC REGULATIONS AND CLAUSES INCORPORATED BY REFERENCE:

SELLER shall comply with all applicable United States export control laws and regulations, including, but not limited to, the requirements of:			Applies to Solicitations and/or Contracts Valued at:	Applies to Solicitations and/or Contracts meeting the following:
	22 USC 2751-2794	ARMS EXPORT CONTROL ACT	ALL	
	22 CFR 120 et seq	INTERNATIONAL TRAFFIC IN ARMS REGULATION (ITAR)	ALL	
	50 USC APP. 2401-2420	EXPORT ADMINISTRATION ACT	ALL	
	15 CFR 730-774	EXPORT ADMINISTRATION REGULATIONS	ALL	
SELLER shall obtain all required export licenses or agreements necessary to perform SELLER's Work, as applicable.			ALL	
The following clauses of the Code of Federal Regulations (CFR) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable to this Contract:			Applies to Solicitations and/or Contracts Valued at:	Applies to Solicitations and/or Contracts meeting the following:
CFR	22 CFR 130	CERTIFICATION REGARDING POLITICAL CONTRIBUTIONS, FEES, AND COMMISSIONS PAID IN CONNECTION WITH SALES SUBJECT TO THE PROVISIONS OF THE ARMS EXPORT CONTROL ACT.	ALL	
The following clauses of the Federal Acquisition Regulation (FAR) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable to this Contract, as noted:			Applies to Solicitations and/or Contracts Valued at:	Applies to Solicitations and/or Contracts meeting the following:
FAR	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	over \$100,000	
FAR	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)	over \$100,000	
FAR	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)	over \$5,000,000	
FAR	52.203-14	DISPLAY OF HOTLINE POSTERS (DEC 2007)	over \$5,000,000	
FAR	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)	over \$100,000	
FAR	52.203-7	ANTI-KICKBACK ACT OF 1986 (41 USC Sec. 51-58)	ALL	
FAR	52.204-2	SECURITY REQUIREMENTS (AUG 1996)	ALL	If the Work requires access to classified information.
FAR	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)	ALL	Where the Seller will have physical access to a federally-controlled facility or access to a federal information systems
FAR	52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEC 2008)	over \$100,000	
FAR	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)	ALL	
FAR	52.211-5	MATERIAL REQUIREMENTS (AUG 2000)	ALL	
FAR	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)	ALL	If submission of cost or pricing data is required.
FAR	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (OCT 1997)	ALL	If submission of cost or pricing data is required for modifications.
FAR	52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)	over \$650,000	If not otherwise exempt under FAR 15.403
FAR	52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997)	over \$650,000	If not otherwise exempt under FAR 15.403
FAR	52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)	over \$100,000	
FAR	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)	ALL	If this Contract meets the applicability requirements of FAR 15.408(g)
FAR	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)	ALL	If this Contract meets the applicability requirements of FAR 15.408(j).
FAR	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)	ALL	If this Contract meets the applicability requirements of FAR 15.408(k).
FAR	52.215-2	AUDIT AND RECORDS-NEGOTIATION (JUN 1999)	over \$100,000	If (1) Seller was required to furnish cost or pricing data, or (2) this Contract requires Seller to furnish cost, funding or performance reports.
FAR	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)	ALL	

FAR	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997)	ALL	
FAR	52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)	over \$550,000	
FAR	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (APR 2008)	over \$100,000,	If Seller is not small business
FAR	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008) (Applicable if the Contractor is not a small business.)	over \$550,000	If Seller is not small business
FAR	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	ALL	
FAR	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS.	ALL	
FAR	52.222-25	AFFIRMATIVE ACTION COMPLIANCE.	ALL	
FAR	52.222-26	EQUAL OPPORTUNITY (MAR 2007)	ALL	
FAR	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)	over \$100,000	
FAR	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUNE 1998)	over \$100,000	
FAR	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)	over \$100,000	
FAR	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)	over \$100,000	
FAR	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)	over \$100,000	
FAR	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 2005)	over \$100,000	
FAR	52.222-50	COMBATING TRAFFICKING IN PERSONS (AUG 2007)	ALL	
FAR	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)	over \$3,000	If no exception contained in FAR 52.222-54(e)(1) applies.
FAR	52.223-11	OZONE-DEPLETING SUBSTANCES (MAY 2001)	ALL	If the Work was manufactured with or contains ozone-depleting substances
FAR	52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)	over \$100,000	
FAR	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)	ALL	If this Contract involves hazardous material.
FAR	52.223-7	NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)	ALL	If Work covered contains radioactive material.
FAR	52.225-1	BUY AMERICAN ACT–BALANCE OF PAYMENTS PROGRAM–SUPPLIES (JUNE 2003)	ALL	If this Contract requires furnishing of Work containing other than domestic components.
FAR	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)	ALL	
FAR	52.225-5	TRADE AGREEMENTS (NOV 2007)	ALL	If the Work contains other than domestic components.
FAR	52.225-8	DUTY FREE ENTRY (FEB 2000)	ALL	If supplies will be imported into the Customs Territory of the United States.
FAR	52.227-11	PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (DEC 2007)	ALL	If this Contract is for experimental, developmental, or research Work and Seller is a small business concern or domestic non-profit organization and made applicable by FAR 27.303 (a)(1).)
FAR	52.227-13	PATENT RIGHTS-OWNERSHIP BY THE GOVERNMENT (DEC 2007)	ALL	If this Contract is for experimental, developmental, or research Work and made applicable by FAR 27.303 (c)(1).
FAR	52.227-14	RIGHTS IN DATA - GENERAL (DEC 2007)	ALL	
FAR	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)	over \$100,000	
FAR	52.227-9	REFUND OF ROYALTIES (APR 1984)	ALL	If reported royalty exceeds \$250.
FAR	52.229-10	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003)	ALL	Applicable to Contracts issued by agencies cited in FAR 29.401-4(c) and which involve the purchase of tangible personal property to be used in performing services in whole or in part in New Mexico.

FAR	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR 2008)	ALL	If FAR 52.230-2 or FAR 52.230-3 applies.
FAR	52.233-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING	over \$100,000	
FAR	52.233-3	PROTEST AFTER AWARD (AUG 1996)	ALL	
FAR	52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)	ALL	
FAR	52.242-13	BANKRUPTCY (JUL 1995)	ALL	
FAR	52.242-15	STOP-WORK ORDER (AUG 1989)	ALL	
FAR	52.243-1	CHANGES - FIXED PRICE (AUG 1987)	ALL	
FAR	52.243-6	CHANGE ORDER ACCOUNTING (APR 1984)	ALL	
FAR	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (MAR 2007)	ALL	
FAR	52.245-1	GOVERNMENT PROPERTY (JUN 2007)	ALL	
FAR	52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)	ALL	
FAR	52.246-4	INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)	ALL	
FAR	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)	ALL	If this Contract involves international air transportation
FAR	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)	ALL	
FAR	52.248-1	VALUE ENGINEERING (FEB 2000) (Applies only if Contract value is expected to exceed \$100,000.)	over \$100,000	
FAR	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)	ALL	
FAR	52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 1984)	ALL	

The following DFARS clauses apply to this Contract, as noted:			Applies to Solicitations and/or Contracts Valued at:	Applies to Solicitations and/or Contracts meeting the following:
DFARS	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2004)	over \$100,000	
DFARS	252.204-7008	REQUIREMENTS FOR CONTRACTS INVOLVING EXPORT-CONTROLLED ITEMS (JULY 2008)	ALL	If the Contract is expected to involve access to or generation of export-controlled items.
DFARS	252.208-7000	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991)	ALL	If Contract is above the simplified acquisition threshold and items being acquired require precious metals in their manufacture.
DFARS	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2006)	over \$100,000	
DFARS	252.211-7000	ACQUISITION STREAMLINING (DEC 1991)	over \$1,000,000	
DFARS	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2005)	ALL	If Prime Contract requires UID
DFARS	252.211-7007	ITEM UNIQUE IDENTIFICATION OF GOVERNMENT PROPERTY (SEP 2007)	ALL	If this Contract requires Government property in Contractor's possession to contain unique item identification.
DFARS	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)	ALL	
DFARS	252.215-7000	PRICING ADJUSTMENTS (DEC 1991)	ALL	If FAR 52.215-12 or 52.215-13 applies to this Contract.
DFARS	252.215-7004	EXCESSIVE PASS-THROUGH CHARGES (MAY 2008)	ALL	Applicable unless this contract is a fixed price contract, including fixed-price subcontracts with economic price adjustment, awarded on the basis of adequate price competition.
DFARS	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (APR 2007)	ALL	If FAR 52.219-9 applies to this Contract.
DFARS	252.223-7001	HAZARD WARNING LABELS (DEC 1991)	ALL	If Contract requires the delivery of hazardous materials as defined in the clause.
DFARS	252.225-7001	BUY AMERICA ACT AND BALANCE OF PAYMENTS PROGRAM (JUN 2005)	ALL	If the Work contains other than domestic components. Applicable in lieu of FAR 52.225-1.

DFARS	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (MAY 2007)	over \$550,000	
DFARS	252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006)	ALL	If Seller is supplying items on the U.S. Munitions list.
DFARS	252.225-7013	DUTY-FREE ENTRY (OCT 2006)	ALL	In lieu of FAR 52.225-8
DFARS	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005) ALTERNATE I (APR 2003)	ALL	
DFARS	252.225-7021	TRADE AGREEMENTS (MAR 2007)	ALL	If the Work contains other than U.S.-made, qualifying country, or designated country end products. Applicable in lieu of FAR 52.225-5
DFARS	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES (APR 2003)	ALL	If this Contract is with a United Kingdom firm.
DFARS	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES (APR 2003)	ALL	If this Contract is with a United Kingdom firm.
DFARS	252.225-7043	ANTI-TERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)	ALL	If Seller will be performing or traveling outside the U.S. under this Contract.
DFARS	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)	ALL	
DFARS	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)	ALL	
DFARS	252.227-7034	PATENTS-SUBCONTRACTS (APR 1984)	ALL	
DFARS	252.227-7038	PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (DEC 2007)	ALL	If (1) Seller is not small business or nonprofit organization subject to FAR 52.227-11, and (2) the contract is for experimental, developmental, or research work.
DFARS	252.228-7005	ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991)	ALL	
DFARS	252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)	ALL	
DFARS	252.237-7019	TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (SEP 2006)	ALL	If this Contract requires Seller personnel to interact with detainees in the course of their duties.
DFARS	252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)	ALL	
DFARS	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS) (JAN 2007)	ALL	If Contract contains Commercial Items and Commercial Components.
DFARS	252.246-7001	WARRANTY OF DATA (DEC 1991) ALTERNATE II (DEC 1991)	ALL	Substitute Alternate I for Alternate II for Fixed Price Incentive Contracts.
DFARS	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007)	ALL	If this Contract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.
DFARS	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAR 2002)	over \$100,000	In lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies.
DFARS	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)	ALL	
DFARS	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 2006)	over \$550,000	

