

IBIS TEK
BASIC TERMS AND CONDITIONS FOR A PURCHASE ORDER

1. **DEFINITIONS** – “Buyer” means Ibis Tek, LLC, its divisions or subsidiaries. “Order” means a purchase order. “Products” means those Goods and/or Services described in an Order. “Seller” means the party from whom Buyer offers to purchase Products according to an Order.
2. **ACCEPTANCE OF AN ORDER BY SELLER** – Seller’s Acceptance of an Order is expressly limited to these Terms and Conditions and any additional terms and conditions included in the Order, including any flow down clauses required by Buyer's customer. The following act by Seller shall constitute Acceptance of an Order: signing and returning a copy of the Order. Buyer reserves the right to revoke an Order at any time before Acceptance of the Order.
3. **SERVICES & DELIVERABLES** – Seller agrees to provide Products of an Order according to the Order and in accordance with these Terms and Conditions, and any additional terms and conditions included in the Order. Upon acceptance of an Order, Seller shall be bound by the provisions of these Terms and Conditions, including all provisions set forth on the face of the Order, unless Seller objects to such terms and conditions in writing, prior to Acceptance.
4. **DELIVERY** – Time is of the essence. Delivery of Products provided in response to an Order shall be made pursuant to any delivery schedule indicated in the Order. For delivery of any Goods (as opposed to Services) included in the Products of an Order: the Goods shall be delivered via any carrier specified on the Order, and to the place specified in the Order; if no delivery schedule is specified, the Order shall be filled promptly and delivery of the goods shall be made by an expeditious form of land transportation reasonable under the circumstances known to Seller. In the event Seller fails to deliver any Goods included in the Products within the time specified, or fails to provide any services included in the Products, Ibis Tek may, at its option, decline to accept any such Goods and terminate the Order or may demand its allocable fair share of Seller's available Goods and terminate the balance of the Order.
5. **LIQUIDATED DAMAGES FOR DELAYED DELIVERY** – In case delivery of Products of an Order is delayed from the period stipulated in the Order, liquidated damages shall be levied, without any grace period, at the rate of fifteen hundredth percent (0.15%) of the total of the Order per day. The accumulated total amount of the liquidated damages shall not exceed ten percent (10%) of the total of the Order.
6. **PACKING AND SHIPPING** – Seller shall package all Goods (as opposed to Services) included in an Order in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening, and all boxes and packages must contain packing sheets listing contents. An Order will include an Ibis Tek purchase order number, and Ibis Tek's purchase order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.
7. **RISK OF LOSS & DESTRUCTION OF GOODS** – Seller assumes all risk of loss of any Goods included in the Products of an Order until title to the Goods passes to Ibis Tek. An Order will include an indication of a destination to which any such Goods are to be delivered. Unless otherwise specified, title to any such Goods shall pass to Ibis Tek when Ibis Tek receives such Goods at the destination indicated on the Order. If such Goods are destroyed prior to title passing to Ibis Tek, then Ibis Tek may at its option cancel the Order or require delivery of substitute goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of such Goods is partial, Ibis Tek shall have the right to require delivery of the Goods not destroyed. Passing of title to any Goods included in an Order shall not constitute acceptance of fulfillment of the Order.

8. INVOICES AND PAYMENT – Unless otherwise specified in an Order, Buyer shall pay Seller within sixty (60) days after Buyer's receipt of the Products specified in the Order and a Seller's invoice therefor. Payment shall not constitute acceptance of the products. If a discount is available to Buyer, any such discount will be taken on the full amount of invoice unless freight and other charges are itemized.
9. BUYER'S INSPECTION & ACCEPTANCE OF PRODUCTS – Buyer, its customer, higher-tier contractors, and the U.S. Government may inspect the Products of an Order at all reasonable times and places including during manufacture and before shipment. Seller shall provide all information, facilities and assistance necessary for inspection without additional charge. Buyer's final inspection and acceptance of the Products of an Order shall be at the destination indicated on the Order, unless otherwise indicated in the Order, and in accordance with Buyer's procedures for determining whether a shipment of the Products is according to the Order. Inspection or rejection shall be indicated in a writing provided to Seller by a duly authorized representative of Buyer.
10. NON-CONFORMING GOODS – If the Seller fails to deliver or delivers defective or nonconforming products, Buyer may: (a) rescind this Order; (b) accept such products at an equitable price reduction; (c) reject such products; (d) demand specific performance; or (e) rework or replace such products and charge the cost incurred to Seller, except in case of glass laminate products provided by Seller including a mat provided by other than Seller or a subcontractor to Seller, being determined to be non-conforming for electrical failure and for no other reason.
 - A) If Buyer rejects such a glass laminate product for electrical failure and for no other reason, Buyer will pay for the glass laminate product provided that the following criteria are met:
 - i. Seller stores the mats in a temperature and humidity controlled environment suitable in view of the material from which the mats are made and Buyer is allowed to periodically inspect said facility approximately biannually, and determines that the controlled environment is suitable: and
 - ii. Buyer inspection of any glass laminate product rejected for electrical failure alone does not disclose obvious mishandling of the man (e.g. obvious damage to a bus bar).
 - B) After 2% failure of glass laminate products due to electrical failure alone, Seller shall stop production at Buyer's request, and production will not resume until Seller and Buyer agree that corrective action is in place likely to reduce the only-electrical failure rate to below 2%.
11. WARRANTIES.
 - A) Services: Seller represents and warrants that all Services included in the Products of an Order shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further, Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in the Order. Seller represents and warrants that the performance of such Services will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.
 - B) Goods: Seller warrants that all Goods included in the Products of an Order shall conform to all requirements of the Order, be free from defects in material, workmanship, and design, unless Buyer provided the design, and be fit for the intended purpose, for a period of twenty-four (24) months after acceptance by Buyer. Buyer's approval of designs furnished by Seller or any approval of any "First Article" of Seller shall not relieve Seller of any obligations under this Warranty. Seller agrees that Seller's warranties shall be enforceable by Buyer, Buyer's customers and any subsequent owner of the Products or of Buyer, and any user or operator of the Products. The warranties of Seller shall not be exclusive, and together with any service warranties and guarantees, shall survive Buyer's acceptance and payment. If Ibis Tek identifies a warranty problem with Goods during the warranty period, Ibis Tek will promptly notify Seller of such problems and will return the Goods to Seller if Seller requests same, and such return shall be at Seller's expense. Within five (5) business days of notification or receipt of the returned Goods, whichever is later,

Seller shall, at the option of Ibis Tek, either repair or replace such Goods, or credit Ibis Tek's account for the Goods.

12. **TERMINATION FOR CAUSE** – Buyer may terminate an Order in whole or in part, for Seller's default for: insolvency; bankruptcy; reorganization; suspension of business; liquidation proceedings; appointment of a trustee or receiver for Seller's property or business; assignment; failure to make progress as to endanger performance of the Order; or failure to provide assurances in accordance with Uniform Commercial Code (UCC) 2-609. Upon termination of an Order under this clause, Seller may reserve the right to transfer title and deliver to Buyer all completed Products and all partially completed Products produced or specifically acquired for performance of the Order.
13. **TERMINATION FOR CONVENIENCE** – The performance of work under an Order may be terminated in whole or in part, by Buyer for Buyer's convenience at any time and for any reason on Buyer giving written termination notice to Seller, and Buyer shall pay to Seller termination charges, pursuant to a claim for same by Seller, computed in the following manner: (1) a sum computed and substantially in accordance with standard accounting practices for those reasonable costs incurred by Seller prior to the date of termination for completed work, work in process, materials directly related to the Order, for orderly phase out of performance as requested by Buyer in order to minimize the costs of the termination and for preparation and settlement of Seller's claim to termination charges, and (2) reasonable profit on such work performed; provided, however, that Buyer shall not be liable to Seller for any costs which would not have been charged had the Order not been terminated nor for any sum in excess of the total price stated in the Order for the terminated Products. Seller must submit any claim for equitable adjustment to Buyer within 45 days and submit Seller's final claim to termination charges within 120 days after receipt of notice of termination or such claim shall be absolutely and unconditionally waived.
14. **DEFAULT** –
 - A) Except in case of delay or failure resulting from a circumstance deemed Force Majeure according to the law of the State of Pennsylvania and as set out in these Terms and Conditions, Buyer shall be entitled, by written cancellation notice to Seller to cancel the whole or any part of an Order for default, without granting an extension of time, in any of the following cases: (1) written warning notice if Seller fails to deliver the Products in accordance with the delivery schedule specified in the Order, or (2) with written warning notice if Seller fails to progress with the work as necessary to meet the delivery schedule, or if Seller fails to perform any of its other obligations under the Order, and in either such case does not cure such failure within ten (10) days after receipt of the warning notice.
 - B) In case of cancellation for default, Buyer shall be entitled to recover the reasonable additional cost of producing substitute Products itself or procuring them from a third party, and any other damages resulting from Seller's default. Buyer shall also be entitled to require Seller to transfer title and deliver to Buyer all materials, work-in-process, tools and manufacturing drawings and data produced or acquired by Seller specifically for the performance of an Order. Seller shall be entitled to reasonable compensation for all such items delivered to and accepted by Buyer.
 - C) If, at any time after cancellation under the provisions of this clause, it is determined for any reason that Seller was not in default under the provisions of this clause, or that the default was excusable on the grounds of Force Majeure, the rights and obligations of the parties shall be the same as if the Notice of Cancellation had been issued as a Termination Notice as set out in these Terms and Conditions.
 - D) Buyer's rights under this clause in respect to an Order are not exclusive and any other rights provided in the Order, or elsewhere in these Terms and Conditions, or by law, are reserved.
15. **FORCE MAJEURE** – In the event that either party is prevented from performing its obligations(s) under an Order due to any cause that is beyond its control and without its fault or negligence, the party that is prevented from performing its obligation(s) shall be relieved therefore until the causes that prevented the party from performing are overcome, or else are removed or cease to exist. In the event Seller is affected

in the performance of its obligations by such Force Majeure, it shall give the Buyer prompt written notice within ten (10) days of the occurrence of the cause, together with satisfactory evidence substantiating that the cause prevents performance, as well as a declaration specifying the steps being taken by the Seller to remove such cause of non-performance and to minimize its effects, and shall continue the performance of its other obligations under the Order. In the event that this excusable delay continues for more than ninety (90) days, and the Buyer judges the purpose of the Order to be unattainable, Buyer may terminate the Order in whole or in part.

16. DRAWINGS AND DATA –

- A) Seller's Data – Any knowledge, information, drawings, designs, data or computer programs (hereinafter called "Seller's Data") which Seller discloses to Buyer for an Order, and that Seller has not marked with a proprietary legend or limited rights legend or has not otherwise indicated as proprietary and subsequently provided a written indication of same, shall not be considered proprietary to Seller or in any way restrict Buyer's use of such Seller's Data.
- B) Buyer's Data – Seller shall safeguard and keep secure all information, including but not limited to designs, processes, drawings, specifications, reports, data and other technical or proprietary information furnished or disclosed to Seller by Buyer (hereinafter called "Buyer's Data") for fulfillment of an Order. Unless otherwise provided herein, or authorized by Buyer in writing, Seller shall use such information only in the performance of the Order.

17. BUYER'S PROPERTY – Buyer shall retain title to all property furnished to Seller (i.e., dies, molds, jigs, tools, materials, etc.) pertaining to an Order. Seller shall label, maintain and dispose of Buyer's property including scrap according to Buyer's direction and Seller shall be responsible for all loss of or damage to Buyer's property.

18. GOVERNMENT PROPERTY – Seller shall assume all liability for any Government furnished property provided to Seller by Buyer.

19. NOTIFICATION OF DEBARMENT/SUSPENSION – Seller warrants that it is not now suspended, debarred or declared ineligible for contract award by any U.S. Government department or agency, and Seller shall provide prompt written notice to Buyer if, at any time during the performance of an Order, Seller is suspended, debarred or declared ineligible for contract award by any U.S. Government department or agency.

20. DELEGATION OR ASSIGNMENT – Delegation or assignment of an Order is not permitted without Buyer's prior written approval.

21. RESPONSIBILITY FOR CLAIMS/INDEMNITY – Seller shall, at its own expense, defend, indemnify and hold harmless Buyer from any claims, injury, or liability arising out of or related to an Order, including attorney's fees and costs, provided that the claims, injury, or liability are based on a defect in manufacture, and/or in case of Seller providing Products according to Seller's design, provided that the claims, injury, or liability are based on a defect in design. In the event that Seller fails to defend, hold harmless, and indemnify Buyer, then Seller shall pay for any damages, attorneys fees, and any other fees, costs, and expenses that may be incurred by Buyer in the defense of any action related to the Order and/or in the prosecution of any action to enforce the provisions of this clause.

22. DISPUTES – Either party may litigate any dispute arising under or relating to an Order. Such litigation shall be brought and jurisdiction and venue shall be proper only in a state court in Butler County in the State of Pennsylvania. Pending resolution of any such dispute by settlement or by final judgment, the parties shall proceed diligently with the performance of the Order.

23. WAIVER OF RIGHT TO JURY TRIAL – Buyer and Seller hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or

hearing brought by either Seller against Buyer or Buyer against Seller on any matter whatsoever arising under, relating to, or in any way connected with an Order, the relationship of Seller and Buyer or any claim of injury or damage, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect.

24. CHOICE OF LAW – An Order and any dispute arising therefrom shall be governed by the substantive and procedural laws of the State of Pennsylvania, except, however, that Pennsylvania's Choice of Law provisions shall not apply.
25. MEDIATION – Seller agrees to attempt to resolve any dispute arising from an Order by mediation under the rules of the American Arbitration Association, or rules similar thereto. Seller agrees to cooperate with Buyer in promptly engaging a qualified mediator that is mutually acceptable to both Buyer and Seller (the parties). The fees of the mediator will be shared equally by the parties, but the parties will bear their own legal fees in connection with any mediation. If the parties are unable to agree upon the selection of a mediator, Seller agrees that Buyer may petition the President Judge of the Court of Common Pleas of Butler County, Pennsylvania for the appointment of a mediator. If Seller commences a lawsuit as hereinafter provided, before the mediation process is complete, the Seller shall agree to a continuance of the case so that all mediation efforts can be exhausted before proceeding.
26. VENUE AND FORUM -- The sole and exclusive venue of any suit or cause of action arising directly or indirectly from an Order shall be in the courts of the Commonwealth of Pennsylvania, County of Butler. The Court of Common Pleas of Butler County, Pennsylvania shall be the sole and exclusive forum and shall have jurisdiction over the parties in any action at law arising from an Order.
27. NONWAIVER – Any failure at any time of Buyer to enforce any provision of an Order shall not constitute a waiver of such provision or prejudice the right of Buyer to enforce such provision at any subsequent time.
28. PARTIAL INVALIDITY – If any provision of an Order or these Terms and Conditions is or becomes void or unenforceable by force or operation of law, all other provisions shall remain valid and enforceable.
29. CLEARANCE OF MATERIALS INTENDED FOR PUBLIC RELEASE – No news releases, photographs, films, videos, advertisements, public announcements, denials, confirmations, or comments concerning any part or an Order or any related program shall be made without prior written approval of Buyer.
30. OWNERSHIP OF COPYRIGHTS – The parties expressly agree that all ownership rights of all original works of authorship fixed in any tangible form and provided by Seller in connection with an Order, including software improvements, enhancements, derivative works and mask works, whether specially ordered or commissioned, made by Seller alone or jointly with others, are hereby assigned to Buyer. Seller agrees, if requested by Buyer, to execute or have executed by any author of such original works, all documents necessary to transfer and assign all rights, title and interest in such original works to Buyer.
31. PATENT, TRADEMARK, AND COPYRIGHT INDEMNITY – Except for Products manufactured by Seller pursuant to detailed designs developed by Buyer and furnished to Seller under an Order, Seller shall defend, indemnify, and hold Buyer, Buyer's officers, agents, employees, and customers harmless against all claims and liabilities including costs, for infringement by any Products delivered under an Order of any patent, trademark, or copyright or, at Seller's option and expense, Seller shall obtain licenses as are necessary to remove or avoid such infringement.
32. INSURANCE REQUIREMENTS – Seller and its subcontractors shall procure and maintain worker's compensation, comprehensive general liability, bodily injury and property damage insurance in

reasonable amounts, and such other insurance as Buyer may require. Seller shall instruct its carrier to provide Buyer thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of Seller's required insurance. If requested, Seller shall send a "Certificate of Insurance" showing Seller's compliance with these requirements. Also, if requested, Seller shall, at Buyer's expense, name Buyer as an additional insured for the duration of an Order.

- 33. ASBESTOS – Seller shall not include asbestos in any Product and shall submit certification to Buyer, if requested, that the Products contain no asbestos.
- 34. ORDER OF PRECEDENCE – In the event of any inconsistency in any obligations set out by these Terms and Conditions and an Order, the inconsistency shall be resolved by giving precedence in the following order: (a) these Terms and Conditions; (b) a typed version of the Order; (b) a statement of work in connection with the Order; (c) a procurement specification/ drawing provided in connection with the Order; (d) any other documents referenced by the Order, a statement of work, or a procurement specification/ drawing.
- 35. COMPLIANCE WITH LAWS – Seller warrants that it shall comply with all applicable Federal, State and local laws, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as Superfund. Seller shall submit certification, if requested, that the Products are produced in compliance with the Fair Labor Standards Act (29 U.S.C. 201-219).
- 36. DISCLOSURE IN VIOLATION OF US LAWS AND REGULATIONS – Seller and its employees shall not disclose any Proprietary Information or other information furnished hereunder in any manner contrary to the laws and regulations of the United States, or any agency thereof, including but not limited to, the Export Administrations Regulations of the U.S. Department of Commerce, the International Traffic in Arms Regulations (ITAR) of the U.S. Department of State, and the National Industrial Security Program Operating Manual ("NISPOM").
- 37. FLOW DOWN CLAUSES INCLUDED HEREWITH – These Terms and Conditions include flow down clauses required by our customer and provided herewith as Attachment A.
- 38. COMPLETE AGREEMENT – These Terms and Conditions and any Order indicated as bound by these Terms and Conditions and any further terms and conditions included in any such Order are in combination the complete and exclusive statement of the Terms and Conditions in respect to any such Order.

IN WITNESS WHEREOF, a duly authorized representative of Seller hereby acknowledges and agrees to these Terms and Conditions, for any Order provided by Buyer to Seller, which Terms and Conditions shall be effective as of the date indicated below, until superseded by new Terms and Conditions provided by Buyer and agreed to by Seller.

SELLER (Name of Seller Entity):

Signature:

Name:

Title:

Date:

Witnessed by:

(Signature)

Name:

Title:

Date:

ATTACHMENT A - GOVERNMENT FLOWDOWN TERMS AND CONDITIONS APPLICABLE TO THIS PURCHASE ORDER

In the following clauses, and unless the context of the clause requires otherwise, the term "Contractor" shall mean Seller, the term "Contract" shall mean this Purchase Order, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Buyer and Buyer's Purchasing Representative, respectively. In the data rights clauses the term "Government" and "Contracting Officer" shall remain unchanged. 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 insure 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 Government, through the Federal Acquisition Streamlining Act ("FASA"), has simplified the acquisition process for components that qualify as "commercial items" under FASA. If a component you supply to Ibis Tek qualifies as a FASA Commercial Item, the purchase order for that FASA Commercial Item will be subject to substantially fewer government "flow-down" clauses. A purchase order for a FASA Commercial Item is subject to Ibis Tek's Basic Terms and Conditions for a Purchase Order, but includes only those Federal Acquisition clauses below which are marked "FCI" in the left margin.

Purchase orders for items not qualifying as FASA Commercial Items are subject to all terms and conditions in this document.

NOTE: The elimination of certain Federal Acquisition Regulation clauses for FASA Commercial Items does not release a supplier from otherwise applicable federal statutes.

Ibis Tek has adopted FAR 2.101 (Commercial Item) as the definition of FASA Commercial Item. FAR 2.101 provides:

FASA Commercial Item means –

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and--

(i) Has been sold, leased, or licensed to the general public; or,

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (1) of this definition through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (1) or (2) of this definition, but for --

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. Minor modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process.

Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (1), (2), (3), or (5) of this definition that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if--

(i) Such services are procured for support of an item referred to in paragraph (1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed or specific outcomes to be achieved and under standard commercial terms and conditions. For purposes of these services—

(i) “Catalog price” means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) “Market prices” means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in paragraphs (1) through (6) of this definition, notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local governments.

This Purchase Order incorporates one or more clauses by reference, with same force and effect as if they were given in full text. Upon request, the Buyer will make their full text available.

For clauses which are contained in the Federal Acquisition Regulation (FAR), the address is <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/>

Clauses contained in the Defense Federal Acquisition Regulation Supplement (DFARS) are found at: <http://farsite.hill.af.mil/Vdfara.htm>

CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

FAR and DFARS Flowdown Provisions from the Prime Contract

FCI Indicates that this clause also applies to FASA Commercial Items

FCI	FAR/DFAR	Title	Date
FCI	52.202-1	Definitions	Jul-04
FCI	52.203-3	Gratuities (change "government" to "buyer" in (c) and (d) and "contract" to "prime contract" in (c)	Apr-84
FCI	52.203-5	Covenant Against Contingent Fees	Apr-84
FCI	52.203-6	Restrictions on Subcontractor Sales to the Government	Sep-06
FCI	52.203-7	Anti-Kickback Procedures	Oct-10
	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan-97
FCI	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan-97
	52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep-07
	52.203-12	Limitations on Payments to Influence Certain Federal Transactions	Oct-10
FCI	52.203-13	Contractor Code of Business Ethics and Conduct	Apr-10
	52.203-14	Display of Hotline Poster(s)	Dec-07
FCI	52.204-2	Security Requirements	Jan-97
FCI	52.204-4	Printing/Copying Double-Sided on Recycled Paper	Aug-00
	52.204-8	Annual Representations Certifications	Jan-11
	52.204-9	Personal Identity Verification of Contractor Personnel	Jan-11
	52.208-8	Required Sources for Helium and Helium Usage Data	Apr-02
FCI	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Aug-95
FCI	52.209-7	Information Regarding Responsibility Matters	Apr-10
FCI	52.209-8	Updates of Information Regarding Responsibility Matters	Apr-10
FCI	52.211-5	Material Requirements ("Contracting Officer" means Buyer's Purchasing Representative and "Government" means Buyer in the last two sentences of this clause.)	Aug-00
	52.211-15	Defense Priority and Allocation Requirements	Apr-08
FCI	52.212-4	Contract Terms and Conditions – Commercial Items	Jun-10
FCI	52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items	Apr-11
	52.215-2	Audit and Records - Negotiation	Oct-10
	52.215-10	Price Reduction for Defective Cost or Pricing Data	Oct-10

	52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	Oct-10
	52.215-12	Subcontractor Cost or Pricing Data	Oct-10
	52.215-13	Subcontractor Cost or Pricing Data - Modifications	Oct-10
	52.215-14	Integrity of Unit Prices	Oct-10
	52.215-15	Pension Adjustments and Asset Reversions	Oct-10
	52.215-17	Waiver of Facilities Capital Cost of Money	Oct-97
	52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions	Jul-05
	52.215-19	Notification of Ownership Changes	Oct-97
	52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	Oct-10
	52.216-7	Allowable Cost and Payment	Dec-02
	52.216-8	Fixed Fee	Mar-97
	52.216-10	Incentive Fee	Mar-97
FCI	52.219-8	Utilization of Small Business Concerns	Jan-11
FCI	52.219-14	Limitations on Subcontracting	Dec-96
FCI	52.222-1	Notice to the Government of Labor Disputes	Feb-97
FCI	52.222-3	Convict Labor	Jun-03
	52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	Jul-05
	52.222-19	Child Labor – Cooperation with Authorities and Remedies	Aug-09
	52.222-20	Walsh-Healey Public Contracts Act	Oct-10
FCI	52.222-21	Prohibition of Segregated Facilities	Feb-99
FCI	52.222-26	Equal Opportunity	Mar-07
FCI	52.222-29	Notification of Visa Denial	Jun-03
FCI	52.222-35	Equal Opportunity for Veterans	Sep-10
FCI	52.222-36	Affirmative Action for Workers With Disabilities	Oct-10
FCI	52.222-37	Employment Reports on Veterans	Sep-10
	52.222-41	Service Contract Act of 1965, As Amended	Nov-07
FCI	52.222-50	Combating Trafficking in Persons	Feb-09
	52.222-54	Employment Eligibility Verification	Jan-09
	52.222-99	Notification Of Employee Rights Under The National Labor Relations Act (DEVIATION 2010-O0013)	Jun-10
	52.223-6	Drug Free Workplace	May-01
	52.223-7	Notice of Radioactive Materials	Jan-97

	52.223-11	Ozone Depleting Substances	May-01
	52.223-14	Toxic Chemical Release Reporting	Aug-03
	52.223-18	Contractor Policy to Ban Text Messaging While Driving	Sep-10
FCI	52.225-1	Buy American Act - Supplies	Feb-09
	52.225-5	Trade Agreements	Aug-09
	52.225-8	Duty-Free Entry	Oct-10
FCI	52.225-13	Restrictions on Certain Foreign Purchases	Jun-08
	52.227-1	Authorization and Consent	Dec-07
FCI	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Dec-07
	52.227-9	Refund of Royalties	Apr-84
	52.227-10	Filing of Patent Applications -- Classified Subject Matter	Dec-07
	52.227-11	Patent Rights -- Ownership by the Contractor	Dec-07
	52.227-13	Patent Rights -- Ownership by the Government	Dec-07
FCI	52.227-14	Rights in Data -- General	Dec-07
FCI	52.228-3	Worker's Compensation Insurance (Defense Base Act)	Apr-84
	52.228-5	Insurance - Work on a Government Installation	Jan-97
FCI	52.229-3	Federal, State, and Local Taxes	Apr-03
	52.230-2	Cost Accounting Standards	Oct-10
	52.230-3	Disclosure and Consistency of Cost Accounting Practices	Oct-08
	52.230-5	Cost Accounting Standards	Oct-08
	52.230-6	Administration of Cost Accounting Standards	Jun-10
	52.232-7	Payments Under Time and Materials and Labor Hour Contracts Alt I	Feb-07
FCI	52.233-1	Disputes	Jul-02
	52.233-3	Protest After Award	Aug-96
	52.234-1	Industrial Resources Developed Under Defense Production Act Title III	Dec-94
	52.236-13	Accident Prevention	Nov-91
	52.239-1	Privacy or Security Safeguards	Aug-96
FCI	52.242-13	Bankruptcy	Jul-95
FCI	52.242-15	Stop-Work Order	Aug-89
	52.242-17	Government Delay of Work	Apr-84
	52.243-6	Change Order Accounting	Apr-84
	52.244-2	Subcontracts	Oct-10
	52.244-5	Competition in Subcontracting	Dec-96
FCI	52.244-6	Subcontracts for Commercial Items and Commercial Components	Dec-10
	52.245-1	Government Property	Aug-10
	52.245-2	Government Property (Fixed Price Contracts)	Aug-10
	52.246-16	Responsibility for Supplies	Apr-84

	52.247-63	Preference for U.S.-Flag Air Carriers	Jun-03
FCI	52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	Feb-06
	52.248-1	Value Engineering	Oct-10
FCI	52.249-2	Termination for Convenience of the Government	May-04
	52.249-4	Termination for Convenience of the Government (Services) (Short Form)	Apr-84
	52.249-5	Termination (Cost Reimbursement, Time and Materials, or Labor Hour Contracts) - Educational Institutions	May-04
	52.249-6	Termination (Cost Reimbursement)	May-04
FCI	52.249-8	Default (Fixed-Price Supply and Service)	Apr-84
FCI	52.249-14	Excusable Delays	Apr-84
FCI	252.203-7000	Requirements Relating to Compensation of Former DoD Officials	Jan-09
	252.203-7001	Prohibition On Persons Convicted of Fraud Or Other Defense-Contract-Related Felonies	Dec-08
FCI	252.203-7002	Requirement to Inform Employees of Whistleblower Rights	Jan-09
	252.204-7000	Disclosure of Information	Dec-91
FCI	252.209-7001	Disclosure of Ownership or Control By The Government Of A Terrorist Country	Jan-09
	252.209-7002	Disclosure of Ownership or Control By A Foreign Government	Jun-10
FCI	252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	Dec-06
	252.211-7000	Acquisition Streamlining	Oct-10
	252.211-7003	Item Identification and Valuation	Aug-08
	252.215-7000	Pricing Adjustments	Dec-91
	252.215-7002	Cost Estimating System Requirements	Dec-06
	252.222-7000	Restrictions on Employment of Personnel	Mar-00
	252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	Dec-10
	252.225-7001	Buy American Act and Balance of Payments Program	Jan-09
	252.225-7002	Qualifying Country Sources as Subcontractors	Apr-03
	252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	Oct-10
	252.225-7007	Prohibition or Acquisition of United States Munitions List Items from Communist Chinese Military Companies	Sep-06
	252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Jan-11
	252.225-7012	Preference for Certain Domestic Commodities	Jun-10
	252.225-7013	Duty-Free Entry	Dec-09
	252.225-7014	Preference for Domestic Specialty Metals Deviation 2008-O0002	Jan-08
	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools	Jun-05
	252.225-7016	Restriction on Acquisitions of Ball and Roller Bearings	Dec-10
	252.225-7021	Trade Agreements	Nov-09

	252.225-7025	Restriction on Acquisition of Forgings	Dec-09
	252.225-7028	Exclusionary Practices of Foreign Governments	Apr-03
	252.225-7031	Secondary Arab Boycott of Israel	Jun-05
	252.225-7036	Buy American Act - Free Trade Agreements - Balance of Payments Program	Dec-10
	252.225-7043	Antiterrorism / Force Protection Policy for Defense Contractors Outside the United States	Mar-06
	252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Sep-04
	252.227-7016	Rights in Bid or Proposal Information	Jan-11
	252.227-7019	Validation of Asserted Restrictions--Computer Software	Jun-95
	252.227-7025	Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends	Mar-11
	252.227-7037	Validation of Restrictive Markings on Technical Data	Sep-99
	252.231-7000	Supplemental Cost Principles	Dec-91
FCI	252.232-7010	Levies on Contract Payments	Dec-06
	252.239-7016	Telecommunications Security Equipment, Devices, Techniques and Services	Dec-91
	252.243-7001	Pricing of Contract Modifications	Dec-91
	252.243-7002	Requests for Equitable Adjustment	Mar-98
	252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD contracts)	Dec-10
	252.245-7001	Tagging, Labeling, and Marking of Government Property	Feb-11
	252.246-7001	Warranty of Data	Dec-91
	252.246-7003	Notification of Potential Safety Issues	Jan-07
FCI	252.246-9999	Safety of Facilities, Infrastructure, and Equipment for Military Operations	Class Deviation 2010-00010
	252.247-7023	Transportation of Supplies by Sea	May-02
	252.247-7024	Notification of Transportation of Supplies by Sea	Mar-00
	252.249-7002	Notification of Proposed Program Termination or Reduction	Oct-10