

## HYPERTHERM, INC. TERMS AND CONDITIONS OF PURCHASE

These Terms and Conditions of Purchase ("Terms") are the only terms which govern the purchase of goods and/or services ("Goods and Services") by Hypertherm, Inc. ("Hypertherm"), or its affiliate, OMAX Corporation ("OMAX") (collectively, "Buyer"), listed in the purchase order or release issued by Buyer ("Purchase Order"). All quotations, proposals, and confirmations or acknowledgements of Buyer's Purchase Order by Seller for the Goods and Services are subject to these Terms. These Terms prevail over any of Seller's general terms and conditions whatsoever, regardless of whether or when Seller has submitted such terms to Buyer. No additions, deletions or deviations from these Terms will be binding on Buyer unless accepted in writing by a duly authorized representative of Buyer. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the purchase of the Goods and Services (e.g., master supply agreement), the terms and conditions of such contract shall take priority over these Terms. The term "Seller" herein refers to the person, firm, or business entity providing Goods and Services to Buyer as listed on a Purchase Order.

1. **PAYMENT** – Terms of payment are negotiated between Seller and Buyer's primary procurement contact and will default onto all orders; Payments will be made commencing from the time Goods and Services are received by Buyer. Payment of Goods and Services shall not constitute an acceptance thereof but all Goods and Services shall be received subject to Buyer's inspection and rejection.

2. **DELIVERY AND ACCEPTANCE** – Goods and Services must be received no later than the close of business on the prescribed delivery date in order to not be considered late. Buyer reserves the right to refuse any Goods and Services and to cancel all or any part of the Goods and Services not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind Buyer to accept future shipments, nor deprive it of the right to return Goods and Services already accepted. Buyer reserves the right to reject Goods and Services delivered prior to the due date. All shipments must include a packing list. At a minimum, the packing list must contain the Hypertherm or OMAX Purchase Order number, Hypertherm or OMAX part number, seller's part number, quantity, description, date, and Seller's name, address and contact information.

3. **RISK OF LOSS** – Risk of Loss shall pass to Buyer at F.O.B. shipping point.

4. **DEFECTS** – By accepting these Terms, Seller acknowledges that the Goods and Services are satisfactory for the purpose of manufacturing as intended by Buyer, if disclosed, and that any defect in such Goods and Services may occasion damages to the Buyer.

5. **CONFORMING GOODS** – Acceptance of all or any part of the Goods and Services shall not be deemed to be a waiver of Buyer's right either to cancel or to return all or any portion of the Goods and Services because of failure to conform to order, or by reason of defects, latent or patent, or other breach of warranty, or to make a claim for damages, including manufacturing costs and loss of profits or other special damages occasioned by the Buyer. Such rights shall be in addition to any other remedies provided by law.

6. **INSPECTION** – Buyer reserves the right to verify at Seller's facility that the Goods and Services conform to Buyer's part specifications and/or drawings. Such onsite verification will be preceded by reasonable notice from Buyer.

7. **PATENT INFRINGEMENT** – Seller agrees to indemnify Buyer and hold it harmless from and against all liability, loss, damage and expense, including reasonable counsel fees, resulting from any actual or claimed trademark, patent or copyright infringement, or any litigation based thereon, with respect to any part of the Goods and Services covered by this order, except to the extent that such infringement arises from designs or information provided or prescribed by Buyer. This obligation shall survive acceptance of the Goods and Services and payment therefore by the Buyer.

8. **WARRANTY** – Seller expressly warrants that the Goods and Services covered by the Purchase Order are of merchantable quality and satisfactory and safe for consumer use. Acceptance of these Terms shall constitute an agreement upon Seller's part to indemnify and hold the Buyer harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by Buyer by reason of the failure of the Goods and Services to conform to such warranties. Such indemnity shall be in addition to any other remedies provided by law and as to consequential damages shall be limited as provided in Section 2-715 (2) of The Uniform Commercial Code.

### 9. REGULATORY COMPLIANCE

(a) Seller, in the performance of this Purchase Order, warrants that it shall comply with all relevant laws, orders, rules, ordinances, and regulations (whether federal, state, or local), including but not limited to:

1. all U.S. laws and regulations including:
  - i. the Fair Labor Standards Act of 1938, as amended (the "FLSA"), and the regulations and orders of the United States Department of Labor under the FLSA; ii. the Occupational Safety and Health Act of 1970 (OSHA), as amended; iii. the U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations.
2. the laws and regulations of Seller's place of performance.
3. the applicable domestic and international prohibitions on child labor, human trafficking, and slavery.
4. the United States Foreign Corrupt Practices Act, 15 U.S.C. § 78 et seq. (the "FCPA"), and other Anti-Corruption Requirements as defined in paragraph 19(b), below; and
5. the Anti-Kickback Act of 1986.

(b) Seller further warrants that, with respect to Purchase Orders issued by Hypertherm, it shall comply with Hypertherm's Environmental Specification 048266.

(c) Affirmative Action - To the extent applicable, all parties agree that they will abide by the provisions 29 CFR Part 471 Appendix A to Subpart. Additionally, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-300.10 and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

(d) Anti-Corruption Requirements:

1. Seller acknowledges that its actions may subject it and Buyer to liability under the FCPA, the anti-corruption laws, regulations, and policies of the home country of any supplier to this Purchase Order, the United States of America, and/or the anti-corruption laws, regulations, and policies of any other country with jurisdiction over the activities performed pursuant to this Purchase Order (together and individually hereinafter referred to as the "Anti-Corruption Requirements"). Seller acknowledges that it is familiar with the prohibitions under, and the requirements of, the Anti-Corruption Requirements.
2. Neither Seller nor any of its principals, consultants, subcontractors, shareholders, directors, officers, employees, or agents has performed or will perform any act which Buyer could reasonably believe would constitute a violation of the Anti-Corruption Requirements or which Buyer could reasonably believe would cause Buyer to be in violation of the Anti-Corruption Requirements, or present a credible risk, as determined by Buyer, of a violation of the Anti-Corruption Requirements.
3. If at any time Seller becomes aware of information or circumstances that suggest any of the provisions of this Section may not be accurate, it shall notify Buyer immediately in writing, but not more than seven (7) days after becoming aware of such circumstances.
4. No payment will be made hereunder to any person other than Seller; and no payment will be made to Seller under this Purchase Order other than the payment of the compensation in accordance with the terms hereof. Seller's price quotations and invoice prices shall accurately and fairly reflect the commensurate value of the Goods and Services and services provided under this Purchase Order.
5. In connection with this Purchase Order, Seller shall maintain books, records, and accounts, which in reasonable detail, accurately and fairly reflect the transactions and asset dispositions of Seller and allow Buyer to (i) maintain accurate books and records, and (ii) comply with the requirements for internal management controls set forth in the Anti-Corruption Requirements as well as relevant U.S. laws and regulations.
6. Seller shall cooperate with, and provide assistance to, Buyer in implementing adequate due diligence procedures in connection with the selection and retention of consultants and subcontractors by Buyer or Seller.

(e) Seller warrants that it and its officers, employees or representatives (i) have complied with the Anti-Kickback Act of 1986 and has not offered or given and will not offer or give to any employee, agent, or representative of Buyer any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986 and (ii) have not, for the purpose of improperly obtaining or rewarding favorable treatment in connection with the award of this Purchase Order to Seller from Buyer: (1) provided, attempted to provide, or offered to provide any kickback; (2) solicited, accepted, or attempted to accept any kickback; or (3) included, directly or indirectly, the amount of any kickback prohibited by (1) or (2) of this Section in the price charged by Seller to Buyer under this Purchase Order. Any breach of this warranty shall constitute a material breach of this Purchase Order. For purposes of this Section, the term "kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to Buyer or Buyer's officers, employees or representatives, including any of their family members, subcontractors, or subcontractor employees, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Purchase Order. Any breach of this warranty shall be a material breach of each contract between Buyer and Seller.

(f) Seller warrants that it has and shall maintain all registrations and licenses and shall obtain permits as required to perform the work hereunder.

(g) For Purchase Orders placed in support of and charged to a U.S. Government ("Government") prime contract or contract or higher-tier subcontract for an item meeting the Federal Acquisition Regulation (FAR) definition of a commercial item, The provisions and clauses attached as Appendix A set forth in the FAR or the Defense Federal Acquisition Regulation Supplement (DFARS) shall apply. The version of each FAR and DFARS provision or clause shall be the version in effect as of the date of the prime contract.

10. **PACKAGING** – All Goods and Services, wrappers and containers must bear markings and labels required by applicable federal, state and municipal laws and regulations for the protection and safety of persons and property. In addition, Purchase Orders issued by Hypertherm must comply with Hypertherm Incoming Packaging Specification MC3439 and Purchase Orders issued by OMAX must comply with OMAX Packaging Standard 400600. Any component received that is not identifiable as outlined by the law and/or the appropriate specification (if applicable), will be charged to your quality rating as a reject.

11. **SHIPPING** – If the method of shipment is not specified on the face of the Purchase Order, please call your procurement contact for instructions.

12. **INSURANCE**

(a) Seller warrants it will secure, maintain, and require its subcontractors to maintain, as a minimum, the following minimum insurance coverages and limits:

1. Workers' Compensation Insurance, in an amount sufficient by virtue of the laws of the U.S., foreign country, state, or other governmental subdivision in which the work or any portion of the work is performed and Employer's Liability Insurance in the minimum amount of \$1,000,000 for any one occurrence.
2. Commercial General Liability Insurance and Umbrella Liability Insurance, in which the limit of liability for property damage and bodily injuries, including accidental death, shall be at a minimum, a combined single limit of \$5,000,000 for any one occurrence.

(b) No Insurance is to be added for shipments with a value of less than \$6,000,000.00.

13. **CONFIDENTIALITY** – Except as otherwise specifically agreed, all Buyer information disclosed to the Seller shall be Buyer's property and shall be held in confidence by Seller and used solely for the performance of a Purchase Order. Seller shall take all reasonable precautions (a) to disclose such Buyer information within Seller's organization only to those employees and agents who have a need to know in order to fulfill Seller's obligations hereunder and who have agreed to keep the Buyer information confidential, and (b) to prevent any such information from being divulged to third persons not employed by Seller, including having recipients acknowledge the confidential status of such Buyer information and agreeing to similar restrictions in writing. This obligation of confidence shall survive termination of a Purchase Order and will continue for five (5) years after the contract between the Buyer and Seller is terminated, or for as long as the Buyer Information remains a trade secret, whichever is longer. For purposes of this Section, Buyer Information shall include, but not be limited to, any information labeled "Confidential" or similar, all drawings, plans, designs, specifications, jigs, dies, fixtures, patterns and similar items which may be supplied by Buyer to Seller pursuant to any inquiry for any Purchase Orders or tenders. The use of the Hypertherm name in advertisements or any other method of promoting sales, including disclosing the existence of any business relationship with Hypertherm, is strictly prohibited without prior written approval from Hypertherm's Director of Procurement.

14. **ASSIGNMENT** – This order is not assignable or transferable without Buyer's written approval.

15. **FORCE MAJEURE** – Except for a default of Seller's subcontractor at any tier, neither Buyer nor Seller shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence, including acts of God, acts of the government in its sovereign or contractual capacity (including acts of government related to economic sanctions and embargoes), fires, floods, epidemics, terrorism, quarantine restrictions, epidemic or pandemic, strikes, freight embargoes, and unusually severe weather. In the event that causes of the type described above ("Force Majeure Event") adversely affect performance of this Purchase Order, the Party whose performance is so affected shall promptly notify the other Party's authorized representative in writing. Buyer may reasonably adjust the delivery schedule due to the existence of a Force Majeure Event.

16. **FORECAST** – Hypertherm Inc. may give Seller a forecast of Hypertherm's anticipated demand for the Goods via the Hypertherm X-net system (a supplier portal). Hypertherm may update such annual forecast on a monthly basis. Hypertherm's forecast calendar is also available on the X-net and is updated annually. Hypertherm may provide Seller with a secure log-in and password to access the X-net via the web address: <https://xnet.hypertherm.com/Xnet> OMAX may provide an annual forecast that will be updated quarterly. It is the responsibility of Seller to monitor Buyer forecast changes. If a contract has been agreed to between the Buyer and Seller, the quantities listed in the Contract are **estimates only** and may vary during the contract term.

17. **STOCKING QUANTITIES** – If inventory is to be held on Buyer's behalf per an agreement negotiated with Buyer's procurement contact, inventory reports shall be provided at least monthly.

18. **TERMINATION** - Buyer reserves the right to terminate a Purchase Order for its sole convenience. Upon termination, Buyer's liability will be limited to actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of notice of termination, nor costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.

19. **CHANGES** - Buyers shall have the right at any time to make changes to drawings, designs, specifications, materials, quantities, methods of shipment, and time and place of delivery specified in a Purchase Order. If any such changes cause an increase or decrease in cost, or time required for performance of work, an equitable adjustment shall be made, and the Purchase Order shall be modified accordingly.

20. **CHOICE OF LAW AND DISPUTES** – Any dispute arising under these Terms shall be governed as follows:

- (a) Purchase Orders issued by Hypertherm shall be governed by the laws of the State of New Hampshire without regard for its choice of law provision. Any action pursuant to these Terms shall be brought in the State or Federal court of New Hampshire. Buyer waives the argument of forum non conveniens. The United Nations Convention on Contracts for the International Sale of Goods and Services shall not apply to these Terms; and
- (b) Purchase Orders issued by OMAX shall be governed by the laws of the State of Washington without regard for its choice of law provision. Any action pursuant to these Terms shall be brought in the State or Federal court of Washington. Buyer waives the argument of forum non conveniens. The United Nations Convention on Contracts for the International Sale of Goods and Services shall not apply to these Terms.

21. **EXPORT/IMPORT CONTROLS**

(a) Seller hereby certifies that, in connection with the performance of this Purchase Order, it will comply with U.S. export and import control laws and regulations, including but not limited to the International Traffic in Arms Regulations ("ITAR") (22 CFR 120 et seq.), the Export Administration Regulations (15 CFR Part 730-774), the regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (31 CFR Part 500-598), the regulations administered by the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives found in 27 CFR Chapter II, and all other applicable U.S. Government regulations relating to the importation of Goods and Services into the United States (including, but not limited to, the regulations administered by U.S. Customs and Border Protection ("CBP") at 19 CFR 0 et seq. and other import regulations promulgated by other U.S. agencies which may be enforced by CBP) (collectively "U.S. export and import control laws and regulations"). If Seller engages in the United States in the business of either manufacturing, exporting, or brokering in ITAR-controlled defense articles or furnishing ITAR-controlled defense services, Seller hereby certifies that it is currently registered with the U.S. Department of State Directorate of Defense Trade Controls.

(b) Seller hereby warrants that neither Seller, nor any immediate or ultimate parent, majority shareholder, subsidiary, affiliate, or lower-tier subcontractor is listed on any Restricted Party List of an agency of the U.S. Government, any applicable non-U.S. Government or international organization, or any applicable state, local government, or municipality, nor are their export privileges denied, suspended or

revoked. For purposes of this provision, "Restricted Party List" is defined to include lists administered by the U.S. Departments of State, Commerce, and Treasury (e.g., Specially Designated Nationals List) or other U.S. government agency and other similar lists that relate to export controls, economic sanctions, or anti-corruption. Seller shall immediately notify Buyer if the export privileges of Seller, or any immediate or ultimate parent, majority shareholder, affiliate or lower tier subcontractor are denied, suspended or revoked. Seller shall not deal with any Restricted Party in relation to this Purchase Order.

22. **INFORMATION TECHNOLOGY ASSURANCE-** Seller shall maintain data protection process and systems sufficient to adequately protect specifications, information, data, drawings, software, and other items which are (i) supplied to Seller by Buyer, or (ii) obtained or developed by Seller in the performance of this Purchase Order or paid for by Buyer (collectively, "Buyer Data"), and to comply with any law or regulation applicable to such data. If an event occurs whereby Seller knows, or reasonably believes, the Buyer Data has been actually or potentially disclosed to, or accessed or acquired by, an unauthorized individual or individuals ("Security Incident"), Seller shall (i) use commercially reasonable efforts to investigate, contain, and remediate the Security Incident, and (ii) notify Buyer promptly, but not later than seventy-two (72) hours after discovering the Security Incident.

23. **DATA PRIVACY-** Seller must comply with all applicable data protection, privacy and information security laws and regulations (collectively, "Data Protection Laws") including, without limitation, such laws pertaining to the information processed on behalf of Buyer and its affiliates, customers, employees and other suppliers, and shall not render any service in a manner that causes Buyer to violate applicable Data Protection Laws. Seller must, without undue delay, notify Buyer if it has experience or suspects a data breach or unauthorized or unlawful disclosures of confidential, proprietary and personal information, regardless of Seller's assessment of the impact or risk of such breach. Seller must make available to Buyer all information reasonably requested to assist in the investigation and remediation of such breach and ensure compliance with Data Protection Laws. Seller is hereby notified that any personal information that is provided by Seller to Buyer is transferred to United States of America where it is stored and processed.

24. **SUPPLIER CODE OF CONDUCT** - Seller will accept and act in accordance with the principles described in the Hypertherm Inc Supplier Code of Conduct [Supplier Code of Conduct](#) which focuses on Human Rights, Environment and Ethics & Integrity.

25. **ENTIRE AGREEMENT** - This contract contains the entire agreement of the parties unless a signed master supply agreement is in place, in which case the master supply agreement supersedes these terms and conditions. These Terms may not be modified or terminated verbally, and no claimed modification, termination or waiver shall be binding on Buyer unless in writing signed by a duly authorized representative of Buyer. All titles to clauses contained in this order are for identification only and shall not be construed as being a meaningful part of the agreement.



## APPENDIX A

### THE FOLLOWING FAR CLAUSES ARE APPLICABLE TO PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER ALL GOVERNMENT CONTRACTS:

1. **52.203-7** "Anti-Kickback Procedures" (Excepting paragraph (c)(1))(Applicable to Purchase Orders that exceed \$150,000 or the dollar threshold in effect as of the date of the prime contract.)
2. **52.203-12** "Limitation on Payments to Influence Certain Federal Transactions" (Applicable to Purchase Orders exceeding \$150,000 or the dollar threshold in effect as of the date of the prime contract.)
3. **52.203-13** "Contractor Code of Business Ethics and Conduct" (Applicable to Purchase Orders (i) that have a value more than \$5,500,000 or the dollar threshold in effect as of the date of the prime contract; and (ii) that have a performance period of more than 120 days.) (In Paragraph (b)(3)(i), the meaning of "agency office of the Inspector General" and "Contracting Officer" does not change, in Paragraph (b)(3)(ii) the meaning of "Government" does not change, and in Paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meaning of "OIG of the ordering agency", "IG of the agency" "agency OIG" and "Contracting Officer" do not change.)
4. **52.203-19** "Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements"
5. **52.204-10** "Reporting Executive Compensation and First-Tier Subcontract Awards" (Applicable to Purchase Orders of \$30,000 or more (or the dollar threshold in effect as of the date of the prime contract) when Buyer is the Prime Contractor.) (The usual substitution of the parties is not applicable to this clause. Seller shall report to Buyer the information required under the clause.)
6. **52.204-21** "Basic Safeguarding of Covered Contractor Information Systems" (Applicable to Purchase Orders, other than those for commercially available off-the-shelf items, in which Seller may have Federal contract information residing in or transiting through its information system.)
7. **52.204-23** "Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities"
8. **52.209-6** "Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment" (Applicable to Purchase Orders exceeding \$35,000 or the dollar threshold in effect as of the date of the prime contract, except for Purchase Orders for commercially available off-the-shelf items.)
9. **52.219-8** "Utilization of Small Business Concerns" (Applicable to Purchase Orders (except to small business concerns) that offer further subcontracting opportunities.)
10. **52.222-21** "Prohibition of Segregated Facilities"
11. **52.222-26** "Equal Opportunity" (Applicable to Purchase Orders that are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended.)
12. **52.222-35** "Equal Opportunity for Veterans" (Applicable to Purchase Orders of \$150,000 or more, or the dollar threshold in effect as of the date of the prime contract.)
13. **52.222-36** "Affirmative Action for Workers with Disabilities" (Applicable to Purchase Orders exceeding \$15,000 or the dollar threshold in effect as of the date of the prime contract.)
14. **52.222-37** "Employment Reports on Veterans" (Applicable to Purchase Orders of \$150,000 or more, or the dollar threshold in effect as of the date of the prime contract.)
15. **52.222-40** "Notification of Employee Rights Under the National Labor Relations Act" (Applicable to Purchase Orders that exceed \$10,000 or the dollar threshold in effect as of the date of the prime contract.)
16. **52.222-41** "Service Contract Labor Standards" (Applicable to Purchase Orders that are subject to the Service Contract Labor Standards statute.)
17. **52.222-50** "Combating Trafficking in Persons"
18. **52.222-54** "Employment Eligibility Verification" (Applicable to Purchase Orders (i) for construction or commercial or noncommercial services (except commercial services that are part of a purchase of a COTS item, or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and that are normally provided for that COTS item); (ii) has a value more than \$3,500 or the dollar threshold in effect as of the date of the prime contract; and (iii) includes work performed in the United States.)
19. **52.222-55** "Minimum Wages Under Executive Order 13658" (Applicable to Purchase Orders regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.)
20. **52.222-62** "Paid Sick Leave Under Executive Order 13706" (Applicable to Purchase Orders, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.)
21. **52.223-7** "Notice of Radioactive Materials" (Seller shall notify Buyer if any Goods and Services under this Purchase Order contain any of the material as described in the clause. Insert 45 days in the blank in paragraph (a) of the clause unless otherwise indicated in the Purchase Order.)
22. **52.224-3** "Privacy Training" (Applicable to Purchase Orders, regardless of dollar value, when Seller's employees will (i) have access to a system of records; (ii) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (iii) Design, develop, maintain, or operate a system of records.)
23. **52.225-13** "Restrictions on Certain Foreign Purchases"
24. **52.225-26** "Contractors Performing Private Security Functions Outside the United States" (Applicable to Purchase Orders that will be performed outside the United States in areas of (i) combat operations, as designated by the Secretary of Defense, or (ii) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.)
25. **52.232-40** "Providing Accelerated Payments to Small Business Subcontractors" (Applicable to Purchase Orders with small business concerns when Buyer receives Accelerated Payments under its prime contract.)
26. **52.244-6** "Subcontracts for Commercial Items"
27. **52.247-64** "Preference for Privately Owned U.S.-Flag Commercial Vessels" (Applicable to Purchase Orders, except those exempted in paragraph (e) (4) of the clause.)

**THE FOLLOWING DFARS CLAUSES ARE APPLICABLE TO PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER DoD CONTRACTS:**

1. **252.203-7002** "Requirement to Inform Employees of Whistleblower Rights"
2. **252.204-7012** "Safeguarding of Unclassified Controlled Technical Information" (Applicable to Purchase Orders under DoD contracts awarded after November 17, 2013 and before August 26, 2015.)
3. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (Applicable to Purchase Orders under DoD contracts awarded after August 25, 2015 and before October 8, 2015.)
4. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (DEVIATION 2016-00001) (Applicable to Purchase Orders under DoD contracts awarded after October 7, 2015 and before December 30, 2015.)
5. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (INTERIM RULE 12/30/2015) (Applicable to Purchase Orders under DoD contracts awarded after December 29, 2015 and before October 21, 2016 for operationally critical support, or for which Purchase Order performance will involve a covered contractor information system.)
6. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (FINAL RULE 10/21/2016) (Applicable to Purchase Orders under DoD contracts awarded after October 20, 2016 for operationally critical support, or for which Purchase Order performance will involve covered defense information.)
7. **252.204-7015** "Disclosure Of Information To Litigation Support Contractors"
8. **252.211-7003** "Item Unique Identification and Valuation" (Seller's obligations under this clause are limited to cooperating with Buyer's efforts to comply with this clause, including granting Buyer access to Seller's deliverables at its facilities and to appropriate property records.)
9. **252.215-7010** "Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data" (Applicable to Purchase Orders exceeding the simplified acquisition threshold defined in FAR part 2.)
10. **252.223-7008** "Prohibition of Hexavalent Chromium" (Applicable to all Purchase Orders for supplies, maintenance and repair services, or construction materials.)
11. **252.225-7008** "Restriction on Acquisition of Specialty Metals" (Applicable to Purchase Orders for the delivery of specialty metals as end items to Buyer or Seller to the extent necessary to ensure compliance of the end products that Buyer will deliver to the Government when DFARS clause 252.225-7009 is in the prime contract.)
12. **252.225-7009** "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (excluding paragraph (d) and paragraph (e)(1) which are deleted from this clause). (Applicable to Purchase Orders for items containing specialty metals to ensure compliance of the end products that Buyer will deliver to the Government.)
13. **252.225-7040** "Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States" (Applicable to Purchase Orders that will be performed when Seller's personnel or Seller's subcontractors are supporting U.S. Armed Forces deployed outside the United States in contingency operations, peace operations consistent with Joint Publication 3-07.3, or other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.)
14. **252.225-7048** "Export-Controlled Items"
15. **252.225-7052** "Restriction on the Acquisition of Certain Magnets and Tungsten". (Applicable to Purchase Orders for the delivery of Goods and Services that exceed the simplified acquisition threshold, unless an exception at paragraph (c) of the clause applies.)
16. **252.227-7013** "Rights in Technical Data Noncommercial Items" (Applicable to solicitations and resulting Purchase Orders when Buyer will be required to deliver to the Government Seller's technical data for commercial items for which the Government will have paid for any portion of the development costs.)
17. **252.227-7015** "Technical Data – Commercial Items" (Applicable whenever any technical data related to commercial items developed in any part at private expense will be provided under this Purchase Order for delivery to the Government.)
18. **252.227-7037** "Validation of Restrictive Markings on Technical Data" (Applicable to Purchase Orders requiring the delivery of technical data.)
19. **252.239-7010** "Cloud Computing Services" (Applicable to Purchase Orders that involve or may involve cloud services)
20. **252.239-7018** "Supply Chain Risk" (Applicable to Purchase Orders involving the development or delivery of any information technology, as defined in the clause, as a service or a supply.)
21. **252.244-7000** "Subcontracts for Commercial Items and Commercial Components (DoD Contracts)"
22. **252.246-7003** "Notification of Potential Safety Issues" (Applicable to Purchase Orders for (i) parts defined as critical safety items in accordance with this clause; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; and (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.)
23. **252.246-7007** "Contractor Counterfeit Electronic Part Detection and Avoidance System" (Applicable to Purchase Orders when the Goods and Services or services include *electronic parts* or assemblies containing *electronic parts*. This clause applies to all Sellers, at all tiers, without regard to whether the Seller itself is subject to CAS.)
24. **252.246-7008** "Sources of Electronic Parts" (Applicable to Purchase Orders for *electronic parts* or assemblies containing *electronic parts*, unless Seller is the original manufacturer of the electronic part.)
25. **252.247-7023** "Transportation of Supplies by Sea"