

# Terms and Conditions of Purchase

**EWI-P-168, Rev. 04**

**July 12, 2021**

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Prepared by  
Sign/Date

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Supply Chain Approval  
Sign/Date

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QA Approval  
Sign/Date

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## SECTION A – GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1.0 ACCEPTANCE

Acceptance of the Purchase Order includes acceptance of the terms and conditions set forth herein. These Terms and Conditions supersede all other Terms and Conditions, including Seller's Terms and Conditions. No communication between parties hereto, shall be deemed to be part of this Purchase Order, nor shall it have the effect of modifying or adding to same, unless such communication is in writing and is signed by an authorized representative of the Buyer.

### 2.0 PERFORMANCE, PRICES, TITLE

- a. Time is of the essence hereof. Seller shall notify Buyer immediately of any delays and of any actual or potential labor dispute which is delaying or threatens to delay timely performance of this Purchase Order. Such notice shall include all relevant information with respect to such dispute.
- b. Prices, as specified in this Purchase Order are not subject to increase unless specifically authorized by an amendment to this Purchase Order and except as otherwise provided for in this Purchase Order, include all applicable federal, state and local taxes and duties.
- c. Unless otherwise provided herein, title to the supplies, shall pass to the Buyer upon acceptance by Buyer of the supplies.

### 3.0 PACKING, SHIPPING, DELIVERY

- a. All items must be suitably packed and prepared for shipments to secure lowest transportation rates and comply with carrier regulations. No charges will be paid by Buyer for packing, crating or cartage unless stated in the order. Each package must be consecutively numbered and marked to show order number. Package containing packing sheets shall be properly marked.
- b. All shipments shall be made to Buyer's plant unless otherwise specified herein.
- c. Deliveries shall be strictly in accordance with the schedule specified herein and in exact quantity ordered. If Seller fails to meet delivery schedule Buyer may request Seller to ship via expedited routing necessary to meet schedule and recover time lost. The difference between the expedited costs and routine routing costs shall be paid by Seller.

### 4.0 ADVANCE, EXCESSIVE SHIPMENTS

Advance shipments, if retained, will be subject to payment conforming to delivery schedules specified herein. Materials shipped in excess of quantity ordered, if returned, will be returned at Seller's expense.

### 5.0 WARRANTY, INSPECTION, REJECTION

- a. The Seller warrants for a period of one year following acceptance by the Buyer, that the articles to be furnished herein shall be free from defects in material and workmanship and shall conform to the requirements of this Purchase Order. If material is found defective, Buyer shall have the right to request that the articles be corrected and Seller agrees promptly to comply at its own cost and expense including transportation charges, if any. In the event Seller does not comply,

Buyer may effect correction itself, or by others, but at the cost and expense of the Seller and/or may terminate this Purchase Order in accordance with article 7 below, without liability. In lieu of the foregoing, Buyer may, in its discretion, elect to accept and retain the defective articles at a reduction in price, corresponding to the decreased value.

- b. Materials to be used in the performance of Government contracts may be inspected and tested at all reasonable times and places, either before, during or after manufacture by Buyer or by the Government Agency concerned, at the Buyers discretion. If inspected and test are made on the premises of Seller or Seller's subcontractor, Seller shall furnish without additional charge all reasonable facilities and assistance for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. DAR 7-103.5(a) Inspection applies. The reference in paragraph (b) thereof to the "Default" clause shall be deemed to refer to Article 7, paragraph A "Cancellation (default termination)" below.
- c. Buyer shall notify Seller if any items delivered hereunder are rejected, and at the Buyer's election and Seller's risk and expense, such items shall be held by Buyer or returned to Seller. No replacement of defective items shall be made by Seller unless agreed to in writing by Buyer.

## **6.0 CHANGES**

Buyer reserves the right at any time to make changes in delivery schedules, drawings and specifications as to any articles, material and work covered by this Purchase Order. If such changes affect price or delivery schedules, Seller shall notify Buyer immediately, in order that an equitable adjustment in price and/or time of delivery may be negotiated.

## **7.0 CANCELLATION (DEFAULT TERMINATION), REPROCUREMENT, INSOLVENCY**

- a. Buyer may by written notice of default to Seller, terminate this Purchase Order or any part thereof if Seller (1) fails to deliver the articles or perform the services, in accordance with the delivery schedules specified herein, or any extension thereof, or (2) so fails to make progress as to endanger performance of this Purchase Order, or fails to comply with any of the other provisions of this Purchase Order and does not remedy such failures within a period of ten (10) days, or at such longer period as Buyer may authorize in writing after receipt of notice from Buyer, specifying such failure.
- b. In the event of termination pursuant to this clause, Buyer may purchase the articles elsewhere and the Seller shall be liable, to the Buyer, for any excess cost of re-procurement to Buyer, and damages, if any, suffered by Buyer provided however, that the Seller shall not be liable for such excess costs and damages, when the delay of Seller in making deliveries is due to causes beyond the control and without the fault or negligence of the Seller. No cause shall constitute a basis for excusable delay, unless Seller has notified Buyer, in writing, of the existence of such cause with ten (10) days from beginning thereof.
- c. Buyer may, by written notice, terminate this order in whole or in part for default if, in the Buyer's opinion, Seller is insolvent or in any unsound financial condition so as to endanger performance or Seller files for bankruptcy.

## **8.0 TERMINATION FOR CONVENIENCE**

This Purchase Order may be terminated by Buyer, in whole or in part, when it is determined that termination is in the best interest of the Buyer. Buyer shall notify Seller, in writing, of Notice of Termination and shall specify the extent to which performance of work under this Purchase Order is

terminated and the date upon which such termination becomes effective. After receipt of such Notice of Termination the Seller shall:

- a. Stop work under the Purchase Order on the date and to the extent specified on the Notice of Termination.
- b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Purchase Order that is not terminated.
- c. Terminate all orders or subcontracts to the extent that they relate to the performance of work terminated.
- d. Assign to the Buyer, in the manner, all the times and to the extent directed by the Buyer, all of the right, title and interest of the Seller under the orders and subcontracts so terminated, in which case the Buyer shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- e. Settle all outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval of the Buyer.
- f. Transfer title and deliver to Buyer, in the manner, at the times, and to the extent, if any, directed by the Buyer (a) completed work, work in process, supplies and other material produced or acquired for this Purchase Order, to the extent that they relate to the portion of work terminated and (b) the completed or partially completed, drawings, information and any other property or data which, if the Purchase Order had been required to be furnished to the Buyer.
- g. Use his best efforts to sell any property referred to in (6) above, at prices approved by the Buyer and provided that such proceeds are applied to reduce the termination claim or payments made by Buyer under this Purchase Order, whichever is applicable.
- h. Complete performance of that portion of work, not terminated.
- i. The provisions of this Condition (8) shall not in any matter, limit or affect the right of Buyer, to terminate this Purchase Order for the default of Seller.
- j. Notwithstanding the provisions of said termination clause, any termination claim of Seller shall be submitted to Buyer within three (3) months after the effective date of termination.

## **9.0 MATERIALS, TOOLS AND EQUIPMENT**

- a. Materials, tools and equipment required to fill this Purchase Order shall be furnished by Seller unless otherwise specified. Seller represents that it now has or can readily procure without assistance of Buyer and/or the United States Government, all facilities necessary for the performance of this Purchase Order, except as otherwise provided herein. Any such materials, tools, equipment or facilities furnished to Seller by or on behalf of Buyer or the United States Government on other than a charge basis and/or purchased by Buyer from Seller, for use in connection with performance by Seller herein under, shall be held by Seller as Buyer's or the United States Government's property, as applicable and shall not be used except for the purpose of Seller's performance under this Purchase Order. Seller shall account for all such property except for reasonable scrap losses authorized by Buyer.
- b. All of said furnished and/or purchased materials, tools, equipment and facilities so held by Seller, shall be satisfactorily marked, segregated or otherwise clearly identified by Seller as the property of the Buyer or the United States Government, as applicable and shall be kept by Seller

in good condition and repair and shall be returned by Seller upon completion of order at Seller's expense, in the same condition as when received by Seller, reasonable wear and tear excepted and except to the extent that any such materials, tools, equipment and facilities has been incorporated in items furnished by Buyer pursuant to this Purchase Order or has been properly consumed in the normal performance of work there under.

- c. All aforesaid furnished and/or purchased materials, tools, equipment and facilities, while in Seller's custody and/or control shall be held at Seller's risk and shall be insured by Seller at an amount equal to the replacement cost thereof and all such insurance coverage shall provide that payment on account of loss thereof and/or damage thereto shall be paid to Buyer.
- d. In the event that Seller is furnished Government owned property for use in connection with this Purchase Order, Seller shall establish property control procedures in accordance with the provisions of the "Manual of the Control of Government Property in Possession of Contractors" DAR Appendix B, to the revision in effect on the contract date.

## **10.0 PATENT INDEMNITY**

Except when the articles to be furnished hereunder are to be so produced from designs or processes furnished by Buyer, Seller guarantees that the articles produced hereunder and the sale and use of them, will not infringe upon any United States patent and Seller covenants that it will at its own expense defend every claim and suit which shall be brought against Buyer or against those selling or using Buyer's product for any alleged infringement of any patent by reason of the sale or use of any of said articles and Seller agrees that it will pay all judgments and costs awarded in connection with any said claim and suit and will also reimburse Buyer for any costs or expenses incurred by it in the defense of any said claims and suits.

## **11.0 DUPLICATION AND USE OF DESIGNS, PATENTS AND REPRODUCTIONS**

No articles furnished hereunder or tools, plans, drawings, and specifications for producing the same, which have been specially designed for or buy Buyer shall be duplicated for others, without the prior written consent of Buyer. All of said plans, drawings, designs, specifications, documents, customer lists, statements of technical or financial data and any papers of any kind delivered to Seller by Buyer (all of which items are hereinafter, in the aggregate, called "Written Data"), shall be held in confidence and shall be used by Seller only for such purpose or purposes and only to such extent as is necessary to permit Seller to perform Seller's obligations to Buyer hereunder and additionally:

- a. All "written data" shall be returned to Buyer forthwith at such time as the product purchased by Buyer hereunder has been delivered to Buyer or required by the provisions hereof to be so delivered or at such time as Seller's performance hereunder has been accepted or rejected or at such time as this Purchase Order is otherwise terminated, whichever time shall first occur, -unless, prior to said time, Seller is in receipt of Buyer's written consent to the contrary.
- b. From and after the time set forth in Clause 1 (a) of this Condition 10, Seller shall not make or permit others to make any further use of any of the "Written Data" unless prior to said time, Seller is in receipt of Buyer's written consent to the contrary; and
- c. Seller shall not take or permit others to take any action which violates or divests Buyer or others of lawful rights in and to any trade secrets or other proprietary Written or Oral Data which have been disclosed to Seller in connection with, or by reason of, the transaction evidence by this Purchase Order.

## **12.0 ASSIGNMENTS**

No assignment of this Purchase Order or any of the monies due or to become due there under, shall be binding upon Buyer unless Buyer's written consent to said assignment has been obtained.

## **13.0 REMEDIES**

The remedies herein reserved unto the Buyer shall be cumulative and additional to any other remedies in law or equity. No waiver of a breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision.

## **14.0 WARRANTY PRICE**

Seller warrants that the prices set forth herein do not exceed those charged by Seller to any other customer purchasing the same items in like or similar quantities under the same circumstances.

## **15.0 RIGHT TO SUSPEND OR STOP WORK**

Buyer reserves the right to suspend or stop the work, hereunder, in whole or in part by written notice to the Seller for a period not to exceed ninety days. In either such event, Seller shall take all reasonable steps to minimize the incurrence of costs allocable to the work affected. Should such work stoppage or suspension, cause an increase in cost or time required for performance, an equitable adjustment in price or in time of performance or both, shall be made in accordance with Article 6 above, provided Seller furnishes Buyer with written explanatory statements of interim costs incurred upon Buyer's request therefore.

## **16.0 NO LIABILITY FOR EXCESSIVE MATERIAL, LABOR OR PRODUCTION COSTS**

In order to minimize liability in case "changes" are directed or "Termination for Convenience" occurs, Seller agrees that Buyer will not be responsible for material, labor or production costs or charges that are unrealistic, excessive, or inconsistent with the minimum needs required to meet delivery requirements of this Purchase Order.

## **17.0 PAYMENTS**

Payments are made subject to final inspection and acceptance. Discounts will be counted from the date of receipt of Seller's shipment or invoice, whichever is later.

## **18.0 RIGHT TO DEMAND RETURN OF INTERIM PAYMENTS**

Should Buyer, prior to full performance and completion of this Purchase Order, make any payment hereunder for any cause or reason, whether conditionally or unconditionally, any amount or amounts so paid, shall be subject to return with interest, at the option of the Buyer, if this contract is ultimately terminated for default or otherwise not fully performed and completed by Seller in accordance with the terms and provisions hereof.

## **19.0 GOVERNING LAW**

This Purchase Order shall be governed by, and construed in accordance with, the law of the State of New York.

## **20.0 DISPUTES**

Seller may litigate any dispute arising hereunder or in connection herewith in a court of competent jurisdiction. Pending settlement or a final judgment Seller shall proceed diligently with the performance hereof according to Buyer's decision and instructions.

## **21.0 PRIORITIES**

When a priority symbol (DO-A1) appears on the fore page of Purchase Order Seller is required to follow the provisions of DMS-REG.1 and of all other applicable regulations and orders of BDS-A in obtaining controlled materials and other products and materials needed to fulfill this Purchase Order.

## **22.0 NOTICES**

All notices, statements and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by registered or certified mail, to the addresses designated herein or to such other addresses designated by notice similarly given:

If to Buyer to: Address appearing on face of this Purchase Order.

If to Seller to: Address appearing under Seller's name on the face of this Purchase Order

## **23.0 ANTI-CORRUPTION**

In connection with all business transactions with East/West Industries:

- a. Supplier and its suppliers shall comply fully, at all times, with applicable national and international anti-bribery rules, including the U.S. Foreign Corrupt Practices Act (FCPA) and European Union, Organization for Economic Co-operation and Development (OECD) and Council of Europe anti-bribery rules.
- b. Supplier shall not directly or indirectly solicit, receive or offer any form of bribe, kickback or other corrupt payment or thing of value to or from any person or organization, including government agencies or officials, companies or personnel of those companies.
- c. Supplier and its affiliates shall at all times keep complete and accurate books and records, and all records and information that the Supplier provides to Buyer pertaining to the Order shall be complete and accurate.

## **24.0 CONFIDENTIALITY**

- a. Any confidential, proprietary or non-public information, including drawings, descriptions, specifications and any other intellectual Property made available to Supplier or created for East/West Industries related to the Order ("Confidential Information") is the property of East/West Industries.



- b. Supplier and its representatives shall protect East/West Industries Confidential Information, and shall not disclose, copy, reproduce, reverse engineer or transfer Confidential Information to any third parties or use for purposes other than fulfilling its obligations under the Order.

## **25.0 INTELLECTUAL PROPERTY**

- a. “Intellectual Property” includes any patent, trademark, trade secret, copyright design, know-how, or other proprietary right.
- b. East/West Industries retains all right, title and interest in and to its Intellectual Property related to this Order. Any license of East/West Industries Intellectual Property is granted solely for the limited right to permit Supplier to perform its obligations under the Order for the sole benefit of East/West Industries.
- c. Supplier retains its Intellectual Property that existed before this Order. Supplier grants East/West Industries a worldwide, nonexclusive, royalty free, irrevocable, perpetual license under its Intellectual Property to use, sell, repair and reconstruct Supplies and copy, distribute and create derivative works of copyrightable work product and deliverables.
- d. Supplier hereby assigns East/West Industries all right, title, and interest in and to all intellectual Property in Supplies created for East/West Industries to the Order.
- e. Supplier shall promptly disclose all Intellectual Property owned by East/West Industries pursuant to Section 24d including all inventions and shall execute any documents necessary to perfect East/West Industries’ ownership therein.

## **26.0 DIMINISHING MANUFACTURING SOURCES AND MATERIAL SHORTAGES (DMSMS)**

Material readiness is an immediate and urgent concern for the Warfighter. Therefore, should the component be considered for obsolescence or redesign, the Seller must notify East West in writing immediately, but no less than the standard lead time required before the end of production. East West reserves the right to periodically monitor the Lifecycle of this product.

## **27.0 SUPPLIER ETHICS**

- a. East/West conducts business in compliance with all applicable federal, state, and local laws. We also expect our employees and others with whom we do business (i.e. you the Supplier) to conduct their business activities with the utmost integrity, honesty, and to maintain high ethical standards.
- b. East/West provides awareness training for our employees that includes importance of ethical behavior. It is expected that our Suppliers have and support similar practices to ensure full compliance. Suppliers must only provide products and services that conform to contract requirements, including all testing requirements, and they must ensure that sub tier suppliers of raw materials, parts and components used in our products have an acceptable quality control system and that no counterfeit or malicious parts are utilized in our products.
- c. Many special laws and regulations apply as we do business with U.S. Government agencies and prime contractors. It is our responsibility and those whom we do business with to know, understand and comply with these laws and regulations. Failure to comply with these rules can subject East/West, its employees, and those whom we do business with to serious civil and criminal liabilities and penalties. We are committed to complying with all laws and regulations that apply to our Government contracts. We thank our Suppliers for your shared commitment to meeting these principles.

## SECTION B - UNITED STATES GOVERNMENT PROCUREMENT REQUIREMENTS

### **Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) Flow-Down Clauses**

If Buyer notifies Supplier that Goods are in support of a Prime Contract with the United States Government, Supplier shall comply with all those Federal Acquisition Regulation (“FAR”) and Defense Federal Acquisition Regulation Supplement (“DFARS”) provisions required by law or regulation or necessary for Buyer to comply with the requirements of its Prime Contract and United States Government procurement regulations, including, without limitation, certification of current cost or pricing data and the following:

The FAR and DFARS clauses cited below, where applicable by their terms, are incorporated herein by reference as if set forth in full text. The full text of all clauses incorporated by reference are available at: <https://www.acquisition.gov>. Supplier shall accept mandatory flow-down clauses at no additional cost to East/West Industries, Inc.

Clauses listed below may not be applicable to specific orders due to the type of subcontract/purchase order to be issued, dollar thresholds under requirements of the FAR, DFARS or Public Law or Mandatory Flow Down requirements of a particular prime contract. Clauses that are not applicable due to mandatory threshold, place, performance, type of effort or contract are deemed self-deleting, shall not be removed from this document, and will be considered by all parties to be without force and effect. It is the Seller’s obligation to contact East/West Industries regarding any confusion, ambiguity, or questions the Seller may have regarding applicability of the following clauses.

In addition to the foregoing FAR and/DFARS clauses, the Seller agrees to comply with the following applicable laws:

#### **A. CYBERSECURITY:**

East/West Industries, Inc. is committed to compliance with United States Government requirements regarding cybersecurity and cyber incident reporting. This includes implementing adequate security requirements outlined in NIST SP 800-171 and implemented in the applicable FAR and DFARS clauses (FAR § 52.204-21 and DFARS §252.204-7014). East/West Industries, Inc.’s safeguarding obligations extend not only to information received from the Government during contract performance, but also to any covered defense information that is collected, developed, received, used, or stored by or on behalf of East/West Industries, Inc. in support of the performance of the contract. In the event East/West Industries, Inc. determines it will need to disclose Controlled Unclassified Information (CUI) or Covered Defense Information (CDI) with any vendor, supplier, or subcontractor ("Seller"), the Seller shall provide an acknowledgement and certification of compliance with the foregoing regulatory provisions.

#### **B. DEFENSE PRIORITY ALLOCATION SYSTEM:**

If identified by East/West Industries, Inc. as required by the US Government, an order is a “rated order” certified for national defense use and Seller shall follow all the requirements of the Defense Priorities and Allocation System (DPAS) Regulation (15 C.F.R. Part 700).

**C. MATERIAL**

**Warning:** Material substitutions are not permitted without prior Deviation/Waiver acceptance.

**AMERICAN MADE:** Material must be American as comply with DFAR 252.225-7036 and include full traceable “Original” Mill Certifications furnished with the delivery of parts.

**SPECIALITY METALS:** DFAR 252.225-7014 is applicable to this order and shall be flowed down to all levels of manufacture.

**D. COST ACCOUNTING STANDARDS (Applicable unless otherwise exempt):**

Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer concerning Cost Accounting Standards. FAR 52-230-2; Disclosure and Consistency of Cost Accounting Practices. FAR 52-230-3; and Administration of Cost Accounting Standards. FAR 52-230-6, provided Seller shall not be required to disclose to Buyer such communications containing information which is privileged and confidential to Seller. In addition to any other remedies provided by law or under this Order. Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subject to any liability as the result of a failure of the Seller or its lower-tier subcontractors to comply with the requirements of FAR 52-230-2, 52-230-3, 52-230-4 (if applicable), 52-230-5 or 52-230-6.

**E. ITAR RESTRICTED USE: Warning**

This document contains technical data whose export is restricted by the Arms Export Control Act (ITAR 22 U.S.C. 2778; CFR 120-130) and Executive Order 13637. It may not be transferred to any foreign persons in the United States or abroad, except as authorized by the U.S. Department of State (ITAR) or the U.S. Department of Commerce (EAR). Violators of these export laws are subject to severe criminal penalties.

**F. CHEMICALS RESTRICTED USE:**

Information about whether a chemical substance legal use has been restricted or refused shall be communicated to East/West Industries, Inc. in the SDS (Safety Data Sheets), Section 15 or other communication in writing. Restrictions may include general bans on all uses, bans on specific uses; a ban for products available to the general public, or limits on the concentration of the substance

**G. FAR CLAUSES:**

The following FAR clauses are deemed “mandatory” by the express language of the clause and, therefore, are not negotiable and apply to all contracts, purchase orders, delivery orders, or any agreement between East/West Industries, Inc. and the Seller where the end customer is the United States Government:

**FAR Clause Title of Provision**

52.202-1	Definitions
52.203-3	Gratuities

**FAR Clause Title of Provision**

52.303-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government.
52.203-7	Anti-Kickback Procedures
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.
52.203-13	Contractor Code of Business Ethics and Conduct.
52.203-14	Display of Hotline Poster(s).
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.
52.203-16	Preventing Personal Conflicts of Interest.
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.
52.204-2	Security Requirements.
52.204-9	Personal Identity Verification of Contractor Personnel.
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment.
52.211-15	Defense Priority and Allocation
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52.222-40	Notification of Employee Rights Under the National Labor Relations Act.
52.222-41	Service Contract Act of 1965, as Amended
52.222-50	Combating Trafficking in Persons
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements.
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services— Requirements.

<b><u>FAR Clause</u></b>	<b><u>Title of Provision</u></b>
52.222-54	Employment Eligibility Verification
52.222-55	Minimum Wages Under Executive Order 13658
52.222-59	Compliance With Labor Laws (Executive Order 13673)
52.222-60	Paycheck Transparency
52.222-61	Arbitration of Contractor Employee Claims (Executive Order 13673).
52.222-62	Paid Sick Leave Under Executive Order 13706
52.223-18	Contractor Policy to Ban Text Messaging While Driving
52.224-3	Privacy Training.
52.225-1	Buy American Act – Supplies
52.225-2	Buy American Act Certificate
52.225-5	Trade Agreement
52.225-6	Trade Agreements – Certificate
52.225-8	Duty-Free Entry
52.225-13	Restrictions on Certain Foreign Purchases
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States.
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.
52.227-9	Refund of Royalties.
52.227-10	Filing of Patent Applications-- Classified Subject Matter.
52.227-11	Patent Rights--Retention by the Contractor (Short Form).
52.227-13	Patent Rights--Acquisition by the Government.
52.227-14	Rights in Data – General
52.230-2	Cost Accounting Standards.
52.230-3	Disclosure and Consistency of Cost Accounting Practice
52.230-4	Disclosure and Consistency of Cost Accounting Practices--Foreign Concerns.
52.230-6	Administration of Cost Accounting Standards.
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.
52.234-1	Industrial Resources Developed Under Defense Production Act Title III.
52.234-4	Earned Value Management System.
52.237-7	Indemnification and Medical Liability Insurance.
52.239-1	Privacy or Security Safeguards
52.242-15	Stop Work Order
52.242-17	Government Delay of Work
52.243-1	Changes – Fixed Price Contracts
52.244-5	Competition in Subcontracting
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.246-11	Higher-Level Contract Quality Requirement
52.247-64	Preference for Privately Owned U.S. – Flag Commercial Vessels
52.248-1	Value Engineering.
52.248-3	Value Engineering-Construction.
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)

## H. DFAR CLAUSES

The following DFARS clauses apply to all contracts, purchase orders, delivery orders, or any agreement between East/West Industries, Inc. and the Seller where the end customer is any agency within the United States Department of Defense:

<b>DFAR Clause</b>	<b>Title of Provision</b>
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense- Contract-Related Felonies.
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.
252.203-7004	Display of Fraud Hotline Posters
252.204-7000	Disclosure of Information
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol.
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7012	(Deviation 2016- O0001) Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors.
252.204-7015	Notice of Authorized Disclosure of Information to Litigation Support Contractors.
252.209-7002	Disclosure of ownership of control by a foreign government
252.211-7003	Item Identification and Valuation.
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data.
252.217-7012	Liability and Insurance.
252.219-7003	Small Business Subcontracting Plan (DoD Contracts).
252.222-7000	Restrictions on Employment of Personnel
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition and Explosives
252.223-7008	Prohibition of Hexavalent Chromium.
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
252.225-7008	Restriction on Acquisition of Specialty Metals (prime contracts at \$150K or more requiring delivery of specialty metals as end items)
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals.
252.225-7013	Duty Free Entry
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7019	Restriction on Acquisition of Foreign Anchor and Mooring Chain
252.225-7020	Trade Agreements Certificate
252.225-7021	Trade Agreements
252.225-7022	Trade Agreements Certificate – Inclusion of Iraqi End Products
252.225-7025	Restriction on the Acquisition of Forgings
252.225-7033	Waiver of United Kingdom Levies.
252.225-7039	Defense Contractors Performing Private Security Functions Outside the United States
252.225-7046	Exports By Approved Community Members in Response to the Solicitation
252.225-7047	Export by Approved Community Members in Performance of the Contract
252.225-7048	Export Controlled Items
252.225-7980	(Deviation 2016- O0008) Contractor Personnel Performing in the United States Africa Command Area of Responsibility.
252.225-7981	(Class Deviation 2015-O0016) Additional Access to Contractor and Subcontractor Records (Other than USCENCOM)
252.225-7985	(Class Deviation 2015-O0003) Contractor Personnel Performing in Support of Operation United Assistance (OUA) in the United States Africa Command (USAFRICOM) Theater of Operations

<b>DFAR Clause</b>	<b>Title of Provision</b>
252.225-7993	(Class Deviation 2015-O0016) Prohibition on Contracting with the Enemy
252.225-7994	(Class Deviation 2015-O0013) Additional Access to Contractor and Subcontractor In the United States Central Command Theater of Operations.
252.225-7995	(Class Deviation 2015-O0009) Contractor Personnel Performing in the United States Central Command Area of Responsibility
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises—DoD Contracts.
252.227-7013	Rights in Technical Data - Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	Technical Data - Commercial Items
252.227-7016	Rights in Bid or Proposal Information
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions
252.227-7018	Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program
252.227-7019	Validation of Asserted Restrictions- Computer Software
252.227-7037	Validation of Restrictive Markings on Technical Data
252.227-7038	Patent Rights – Ownership by the Contractor (Large Business)
252.227-7039	Patents – Reporting of Subject Inventions
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
252.234-7002	Earned Value Management System
252.235-7004	Protection of Human Subjects
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators And Manufacturers (For Construction Subcontracts)
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.
252.237-7019	Training for Contract personnel Interacting with Detainees
252.237-7023	Continuation of Essential Contractor Services
252.239-7010	Cloud Computing Services
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services
252.239-7018	Supply Chain Risk
252.239-7999	Deviation 2015 - Cloud Computing Services O0011
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD contracts)
252.245-7001	Tagging, Labeling, and Marking Government Furnished Property
252.245-7002	Reporting Loss of Government Property
252.246-7003	Notification of Potential Safety Issues
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008	Sources of Electronic Parts
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer
252.247-7023	(Basic) Transportation of Supplies by Sea.
252.247-7023	Alternate I Transportation of Supplies by Sea.
252.247-7023	Alternate II Transportation of Supplies by Sea.

**SECTION C - FAR/DFARS CLAUSES APPLICABLE TO COMMERCIAL ITEMS**

<b>Clause</b>	<b>Title of Provision</b>
252.203-7000	Requirements Relating to Compensation of Former DoD Officials
252.203-7002	Requirements to Inform Employees of Whistleblower Rights
252.203-7005	Representation Relating to Compensation of Former DoD Officials
252.204-7009	Limitations On The Use And Disclosure Of Third Party Contractor Reported Cyber Incident Information
252.204-7011	Alternative Line Item Structure
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
252.211-703	Item Unique Identification and Valuation
252.223-7008	Restriction on Acquisition of Specialty Metals
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7039	Contractors Performing Private Security Functions
252.225-7048	Export-Controlled Items
252.226-7001	Utilization Of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
252.227-7015	Technical Data— Commercial Items
252.227-7037	Validation of Restrictive Markings on Technical Data
252.232-7010	Levies on Contract Payments
252.244-7000	Subcontracts for Commercial Items
252.246-7003	Notification of Potential Safety Issues
252.246-7007	Contractor Counterfeit Electronic Part Detection And Avoidance System
252.246-7008	Sources of Electronic Parts
52.203-10	Prohibition on Contracting with Inverted Domestic Corporations
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.219-8	Utilization of Small Business Concerns
52.222-17	Non-displacement of Qualified Workers
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Veterans
52.222-36	Equal Opportunity for Workers with Disabilities
52.222-37	Employment Reports on Veterans
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222-41	Service Contract Labor Standards
52.222-50	Combating Trafficking in Persons
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements
52.222-54	Employment Eligibility Verification
52.222-55	Minimum Wages Under Executive Order 13658
52.222-60	Paycheck Transparency (Executive Order 13673)
52.222-62	Paid Sick Leave Under Executive Order 13706
52.224-3	Privacy Training
52.233-3	Protest After Award
52.233-4	Applicable Law for Breach of Contract Claim
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels