

FLIGHTSAFETY INTERNATIONAL INC., SIMULATION & VISUAL SYSTEMS**PURCHASE ORDER TERMS AND CONDITIONS**

Acceptance of this purchase order by Seller on the terms and conditions hereof shall be evidenced by either Seller's written acknowledgment hereof or commencement of performance. To the extent that any typewritten or rubber-stamp provision of this order is inconsistent with any printed provision, the typewritten or rubber-stamp provision shall govern. This purchase order constitutes the entire agreement between the "Seller and the Buyer and may be changed or modified only by written instrument signed by Buyer's authorized representative.

This contractor and all covered subcontractors shall abide by the requirements of 29 C.F.R. Part 741, 41 C.F.R. § 60-1.4(a), Appendix A to Subpart A, 60-300.5(a) 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, sex 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.

General Terms and Conditions**1. Packing and Shipment:**

Deliveries shall be made as specified without charge for boxing, crating, carting or storage, unless otherwise specified. Material shall be suitably packed to secure lowest transportation costs and to conform with the requirements of common carriers and any applicable specifications. Buyer's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Bills of lading should accompany each invoice. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists. A signed statement of Product Conformity shall be provided with each shipment.

2. Warranty:

Seller warrants to Buyer and its customers that:

(i) All material and work covered by this order shall conform to the specifications, drawings, samples, symbols or other description specified by Buyer and will be merchantable, of good material and workmanship and free from defect.

(ii) All material and work covered by this order which is in accord with Seller's design, drawings or specifications shall be free from effect in design and will be fit and sufficient for the purposes intended.

(iii) Seller shall be liable for the repair or replacement of any non-conforming or defective work. For any latent non-conformity or defect, the Buyer shall provide notice to the Seller within a reasonable time after discovery.

3. Inspection:

All material and work will be subject to final inspection and approval by Buyer after delivery, notwithstanding prior inspection or payment, it being expressly agreed that payment will not constitute final acceptance. Buyer at its option may either reject any material or work not in conformity with the requirements and terms of this order, or re-work the same at Seller's expense. Buyer may reject the entire shipment where it consists of a quantity or similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Seller agrees to reimburse Buyer for the cost of a complete invoice price plus applicable incoming transportation charge, if any. No replacement of defective material or work shall be made unless specified by Buyer. Inspection of replacement material or work shall be paid by Seller. Buyer may revoke acceptance for latent defects.

If Seller manufactures parts or material in accordance with Buyer provided designs, drawings, or specifications, Seller agrees to complete an inspection of the parts or material prior to

shipment to Buyer. In addition, Seller agrees to include copies of the inspection records, the accuracy of which will be certified in writing by the Seller.

4. Delivery:

Delivery shall be strictly in accordance with Buyer's delivery schedule. If Seller's deliveries fail to meet such schedule, Buyer, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by Seller. Material fabricated beyond Buyer's releases is at Seller's risk. Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule and unless otherwise specified herein, no deliveries shall be made in advance of Buyer's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to causes beyond its control and without its fault or negligence, provided, however, that when the Seller has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to Buyer. If Seller's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Seller and subcontractor and without the fault or negligence of either of them and the supplies or services to be furnished were not obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule.

5. Statement of Account:

Audit -- An itemized statement of account must be sent to Buyer's Accounting Department in time to be received by fifth day of the following month. Delays in receiving statement or invoice, and also errors and omissions on statement, will be considered just cause for withholding settlement without losing discount privilege.

Seller agrees that its books and records and its plant shall at all reasonable times be subject to inspection and audit by any authorized representative of the Buyer or the department of the Government having cognizance over the prime contract under which this order is placed.

6. Special Tools:

(a) Unless otherwise herein agreed, special tools, dies, jigs, fixtures and patterns (hereinafter collectively referred to as "Special Tooling") used in the manufacture of said articles shall be furnished by and at the expense of Seller, shall be kept in good condition and when necessary, shall be replaced by Seller without expense to Buyer. Buyer may at any time reimburse Seller for the cost of any of the special tooling and or

replacements and become the owner and entitled to the possession of same.

(b) If the price stated on the face hereof includes the cost of any special tooling or special equipment fabricated or acquired by Seller for the purpose of filling this order, such special tooling and equipment and any process sheets related thereto shall become the property of Buyer and to the extent feasible, shall be identified by Seller as such. Unless otherwise specified herein, Buyer shall make payment therefore only upon acceptance of the first run of parts fabricated therewith. Seller shall at its own expense maintain such special tooling and equipment in proper working order and shall be responsible for all loss of or damage thereto while in its possession and shall use the same only for the production of material for Buyer, unless otherwise authorized in writing. Seller shall follow its normal industrial practice in maintaining property control records on such special tooling and equipment, and when this order has been completed, such special tooling and equipment shall be disposed of, as Buyer may direct. Seller shall include the substance of this subparagraph in all subcontracts issued by it hereunder.

7. Buyer's Property in Seller's Possession:

Title to any property furnished by Buyer hereunder on other than a charge basis shall, at all times, remain in Buyer, but Seller assumes the risk of and shall be responsible for any loss thereof or damage thereto however caused. Without limiting the foregoing, Seller agrees to procure insurance satisfactory to Buyer insuring to the full insurable value thereof all Buyer's property in Seller's possession against loss or damage resulting from fire (including extended coverage, malicious mischief and vandalism). Satisfactory evidence of procurement of such insurance shall be submitted to Buyer promptly. Seller further agrees to pay all taxes assessed against Buyer's property or the use thereof while in Seller's possession and to file all necessary declarations and reports in connection therewith.

Repairs on defective material – Buyer reserves the right to make repairs on defective material and charge Seller Buyer's actual labor costs plus factory overhead, either when Seller is behind in deliveries or when it can be done at less cost than by returning the material or articles to Seller.

Buyer shall not be liable for any loss, damage or expense resulting directly or indirectly from any delay in delivery or non-delivery of such property to be furnished by Buyer or from the use of such property furnished by Buyer which is defective. Buyer's liability being expressly limited to the replacement of defective property upon return thereof to Buyer within two (2) months from receipt thereof by Seller.

8. Taxes:

Seller agrees that, unless otherwise indicated in this order, (a) the prices herein do not include any state or local sales, use or other tax from which an exemption is available for purposes of this order, and (b) the prices herein include all other applicable federal, state and local taxes in effect at the date of this order. Seller agrees to accept and use tax exemption certificates when supplied by Buyer if acceptable to the taxing authorities. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Seller, Seller agrees to notify Buyer and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to Buyer.

9. Changes:

Buyer may at any time by a written order, and without notice to sureties if any make changes within the general scope of this order, in any one or more of the following: (i) drawings, designs or specifications where the supplies to be furnished are to be specially manufactured for the Buyer in accordance therewith; (ii) method of shipment or packing, (iii) place or time of delivery, and (iv) property to be furnished by Buyer. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this order, an equitable adjustment shall be made in the price or delivery schedule or both, and the order shall be modified in writing accordingly. Despite a disagreement as to what is an equitable adjustment, Seller will continue performance. Any claim by the Seller for adjustment under this Article must be asserted within twenty (20) days from the date of notification of the change. Provided, however, that the Buyer, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this order. Where the cost of material made obsolete or excess as a result of a change is included in Seller's claim for adjustment, the Buyer shall have the right to prescribe the manner of disposition of such property.

10. Advertising, announcements and news releases:

Seller shall not, without first obtaining written consent of Buyer, in any manner advertise or publish or issue any news releases or make any public announcements or denial or confirmation of same concerning the fact that Seller has furnished or contracted to furnish the Buyer the articles herein mentioned or concerning work done by Seller hereunder.

11. Patent Indemnity:

Seller warrants that the product will not infringe any U.S. or foreign patent and Seller shall hold harmless and indemnify Buyer and its customer from and against liabilities, claims, cost, losses and expenses arising out of or in connection with any claim that Seller's product infringes any existing patent, trademark, copyright or right of ownership. Seller shall, upon buyer's request, expeditiously, at Seller's own cost and expense, defend buyer and its customer against any suit or action for product infringement as set forth herein.

12. Technical Data:

All drawings, specifications and data ("Technical Data") furnished by Buyer to Seller hereunder shall remain the property of Buyer or U.S. Government, as applicable, and shall not be disclosed by Seller and shall be used by Seller only as and to the extent required for the performance of this order, unless the Buyer shall otherwise approve in writing. Upon completion of work by Seller under this order and upon Buyer's request, Seller shall promptly return to Buyer all Technical Data furnished by Buyer in connection herewith, together with all copies or reprints then in Seller's possession or control, and Seller shall thereafter make no further use, either directly or indirectly of any such Technical Data or of any information derived therefrom, without Buyer's prior written consent.

13. Applicable Law:

Seller agrees that, in the performance hereof, it will comply with all applicable laws, statutes, rules, regulations, or orders of the United States Government or of any state or political subdivision thereof, and same shall be deemed incorporated herein by reference. Without limiting the generality of the foregoing, Seller agrees that it will include on all invoices issued by the Seller hereunder the following statement:

"The Seller represents that, with respect to the production of the articles and or performance of the services covered by this invoice, it has fully complied with all provisions of the Fair Labor Standards Act of 1938, as amended."

This Agreement shall be construed in accordance with the laws of the State of New York without reference to its conflicts of law provisions, except that when Federal Common Law of Government Contracts exists on substantive matters requiring construction under this Contract, such Federal Common Law shall apply in lieu of state law (such as interpretation and applicable of Federal Acquisition Regulation clauses and provisions). Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, must be resolved by a suit brought in a state or federal court sitting in New York, New York, and the parties irrevocably consent to personal and exclusive jurisdiction and forum of, and agree to be bound by any judgment or orders rendered by these courts.

14. Cancellation:

Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order, if Seller does not make deliveries as specified in the delivery schedule or if Seller breaches any of the terms hereof including warranties of Seller or if Seller becomes insolvent or commits an act of bankruptcy. In the event Buyer cancels this purchase order in whole or in part, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, supplies or services similar to those cancelled and Seller shall be liable to Buyer for any excess cost for such similar supplies or services provided that Seller shall continue performance of this purchase order to the extent not cancelled under the provisions of this clause. If it is determined however, that Seller's failure to perform this order is due to unforeseeable causes beyond the control and without the fault or negligence of Seller (other than insolvency or an act of bankruptcy), such cancellations shall be deemed to have been made pursuant to Clause 18 hereof entitled "Termination" provided that such causes shall include delays and defaults of subcontractors only to the extent set forth in the last sentence of Article 4 hereof. The rights and remedies of the Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this purchase order.

15. Assignment:

None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Seller subcontract for completed or substantially completed material called for by this order without Buyer's prior written consent.

16. Set-off:

Seller agrees that Buyer shall have the right to set off against any amounts which may become payable by Buyer to Seller under this order or otherwise, any amounts which Seller may owe to Buyer, whether arising under this order or otherwise.

17. Waiver:

The failure of Buyer to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future

exercise of such right, but the obligation of Seller with respect to such future performance shall continue in full force and effect.

18. Termination:

(a) The performance of work under this order may be terminated, in whole or from time to time in part by the Buyer in accordance with this article. Termination of work hereunder shall be effected by delivery to the Seller of a notice of termination specifying the extent to which performance of work under the order is terminated and the date upon which such termination become effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Article 14 hereof.

(b) After receipt of a notice of termination, under subparagraph (a) hereof, the rights, liabilities and obligations of the parties shall be as set forth in subparagraph (b) through (l) of Paragraph 8-706 of Part 7 of Section VIII of the Armed Services Procurement Regulations or NASA Procurement Regulations, as applicable in effect at the date hereof (copy of which subparagraphs will be furnished by the Buyer to the Seller on request), provided that failure of Seller to submit its termination claim within the period prescribed by said clause, unless extended by Buyer in writing, shall constitute a waiver of such claim and Buyer shall not be required to notify Seller or make any determination thereof

19. Prices:

Prices of the articles covered hereby shall not exceed Vendor's lowest prices in effect at the date of shipment for comparable articles in comparable quantities, except as otherwise agreed in writing.

20. Hold Harmless:

Seller agrees to indemnify and save Buyer harmless from claims for death or injury to Seller or any of Seller's personnel arising while such personnel are on premises owned or controlled by Buyer in connection with the performance of this order and Seller shall maintain Workman's Compensation insurance and Employees liability insurance in the minimum amount of one hundred thousand (\$100,000) dollars covering all such personnel while on Buyer's premises.

21. Export Controls:

Unless the order is for goods to be supplied on a "build to print" basis by Seller, Seller shall provide Buyer with either (i) the United States Munitions List ("USML") category of such goods, software, technology or services that are controlled by the ITAR, or (ii) the Export Control Classification Number ("ECCN") of such goods, software or technology that are controlled by the EAR, to include the ECCN of parts and components if such classification differs from the ECCN of the goods or software. If Seller is in the business of manufacturing, exporting or brokering USML items, Seller represents and warrants that it maintains registration with the Directorate of Defense Trade Controls as may be required by 22 C.F.R. §§ 122.1 and/or 129.3 of the ITAR.

Seller shall not export, re-export, transfer, disclose or otherwise provide Buyer's Technical Data controlled by export control laws to any foreign persons or foreign commercial entities unless Seller receives advance, written authorization from Buyer. Any subcontracts authorized under this order between foreign persons in the approved country of manufacture of goods or provision of services shall contain all of the limitations in this paragraph and shall comply with all applicable export licenses or authorizations.

FLIGHTSAFETY INTERNATIONAL INC., SIMULATION & VISUAL SYSTEMS**SUPPLEMENTAL TERMS AND CONDITIONS TO PURCHASE ORDERS ISSUED UNDER GOVERNMENT CONTRACTS**

In the event this order is issued for material and/or work required by Buyer for the performance of a contract with a department or agency of the Federal Government or of a subcontract of any tier under such Government contract, as noted on the face of this order, the following supplemental terms and conditions shall be applicable. These supplemental terms and conditions are in addition to and not in lieu of any of the other terms and conditions of this order, but to the extent that they are inconsistent with the printed general terms and conditions, the supplemental terms and conditions shall govern, except as otherwise specifically provided herein.

The following Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses in effect and as modified by Federal Acquisition Circulars at the date of the Government prime contract are hereby incorporated by reference and made part hereof with the same force and effect as if they were given in full text. Seller hereby acknowledges that it has in his possession or is otherwise familiar with all of the clauses and provisions incorporated herein by reference, and agrees to perform this order in accordance with the provisions of such referenced clauses and other provisions of this order. The FAR and DFARS are available at <http://farsite.hill.af.mil/>.

Seller agrees to negotiate with Buyer to incorporate additional provisions herein or to change provisions as Buyer reasonably deems necessary to comply with the applicable Prime Contract or a subcontract of any tier under such Government contract or with amendments or modifications to the applicable Prime Contract or a subcontract of any tier under such Government contract.

If so identified, this Order is a "rated order" certified for national defense use, and Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

Unless specified otherwise, the term "Contractor" shall mean "Seller," the term "Contract" shall mean "Order," and the term "subcontractor" shall mean Seller's subcontractors

FARS

FAR 52.202-1 Definitions.
 FAR 52.203-3 Gratuities
 FAR 52.203-5 Covenant Against Contingent Fees
 FAR 52.203-6 Restrictions on Subcontractor Sales to the Government
 FAR 52.203-7 Anti-Kickback Procedures
 FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
 FAR 52.203-10 Price or Fee adjustment for illegal or improper activity
 FAR 52.203-12 Limitation on payments to influence certain federal transactions
 FAR 52.203-13 Code of Business Ethics and Conduct
 FAR 52.203-14 Display of Hotline Poster(s)
 FAR 52.203-19 Prohibition of Requiring Certain Internal Confidentiality Agreements or Statements
 FAR 52.204-2 Security Requirements. Applicable if work requires access to classified information. Delete paragraph c of the clause
 FAR 52.211-5 Material Requirements
 FAR 52.211-15 Defense Priority and Allocation Requirements
 FAR 52.214-26 Audit & Records-Sealed Bidding
 FAR 52.214-28 Subcontractor Cost or Pricing Data – Modifications – Sealed Bidding
 FAR 52.215-2 Audit and Records – Negotiation
 FAR 52.215-10 Price Reduction for Defective Cost or Pricing Data
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FAR 52.215-11 Price Reduction for Defective Cost or Pricing Data – Modifications

FAR 52.215-12 Subcontractor Cost or Pricing Data

FAR 52.215-13 Subcontractor Cost or Pricing Data – Modifications
 FAR 52.215-10, 52.215-11, 52.215-12 and 52.215-13 – ("Contracting Officer" means Government Contracting Officer and Buyer; "Government" means Government and Buyer); If Buyer is subject to any liability or expense, including government withholding of payments, as the result of Seller or its lower-tier sub-contractors' submission and certification of alleged or actual defective cost or pricing data, which data was certified by buyer to be accurate, complete and current as of the date of final price agreement given on Buyers Certificate of Current Cost or Pricing Data to the U.S. Government or their furnishing of any data of any description that is allegedly or actually inaccurate as set forth in these clauses, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any damage or expense resulting from such action. Seller must provide Buyer with copies of all communications between Seller and the Contracting Officer respecting these clauses and FAR 52.230-6. The rights and obligations under these clauses survive Order completion and final payment under this Order.)

FAR 52.215-14 Integrity of Unit Prices with its ALT 1 ("Contracting Officer" means "Buyer's Authorized Procurement Representative").

FAR 52.215-15 Pension Adjustments and Asset Reversions

FAR 52.215-18 Reversion of Adjustment of Plans for Postretirement Benefits Other than Pensions

FAR 52.215-19 Notification of Ownership Changes ("Administrative Contracting Officer" and "ACO" mean Buyer's Authorized Procurement Representative.)

FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data (Substitute "Buyer's Procurement Representative" for "Contracting Officer," Administrative Contracting Officer," and "ACO" throughout this clause.)

FAR 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Substitute "Buyer's Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause.)

FAR 52.219-1 Small Business Program Representations (Oct 2014)

FAR 52.219-8 Utilization of Small Business Concerns (Oct 2014)

FAR 52.219-9 Small Business Subcontracting Plan (Oct 2014) (Applicable if the Seller is not a small business and the value of this Contract equals or exceeds \$700,000. In subparagraph (c) only, substitute "Buyer's Procurement Representative" for Contracting Officer," "Administrative Contracting

- Officer,” and “ACO.” The Seller’s subcontracting plan is incorporated herein by reference.)
- FAR 52.219-16 Liquidated Damages – Subcontracting Plan (Jan 1999)
- FAR 52.222-1 Notice to Government of Labor Disputes (“Contracting Officer” means “Buyer’s Authorized Procurement Representative.”)
- FAR 52.222-4 Contract Work Hours and Safety Standards Act Overtime Compensation (Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this FAR clause.)
- FAR 52.222-20 Walsh-Healey Public Contracts Act
- FAR 52.222-21 Prohibition of Segregated Facilities
- FAR 52.222-26 Equal Opportunity
- FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (This clause applies to this Contract only if the value of this Contract equals or exceeds \$150,000.)
- FAR 52.222-36 Affirmative Action for Workers with Disabilities (This clause applies to this Contract only if the value of this Contract equals or exceeds \$15,000.)
- FAR 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.
- FAR 52.222-40 Notification of Employee Rights under the National Labor Relations Act
- FAR 52.222-41 Services Contract Act of 1965, As Amended (Applicable if this Contract is subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 C.F.R. Part 4.)
- FAR 52.222-50 Combatting Trafficking in Persons
- FAR 52.222-54 Employment Eligibility Verification
- FAR 52.223-3 Hazardous Material Identification and Material Safety Data.
- FAR 52.223-7 Notice of Radioactive Materials (“Contracting Officer” means Government Contracting Officer and Buyer’s Authorized Procurement Representative and “Government “ means Government and Buyer).
- FAR 52.223-11 Ozone-Depleting Substances
- FAR 52.223-14 Toxic Chemical Release Reporting
- FAR 52.225-1 Buy American Act—Supplies (Applicable if this Contract requires furnishing of Articles containing other than domestic components.)
- FAR 52.225-5 Trade Agreements (Applicable if the Articles contain other than U.S. made, designated country, Caribbean or NAFTA country end products.)
- FAR 52.225-8 Duty Free Entry (“Contracting Officer” means “Buyer’s Authorize Procurement Representative”. Change “20” days to “30” days in (c)(1).)
- FAR 52.225-13 Restrictions on Certain Foreign Purchases
- FAR 52.227-1 Authorization and Consent
- FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
- FAR 52.227-3 Patent Indemnity
- FAR 52.227-9 Refund of Royalties
- FAR 52.227-10 Filing of Patent Applications-Classified Subject Matter
- FAR 52.227-11 Patent Rights—Ownership by the Contractor
- FAR 52.227-14 Rights in Data-General
- FAR 52.227-19 Commercial Computer Software License (Applicable only if existing commercial computer software is to be delivered under this Order).
- FAR 52.232-17 Interest
- FAR 52.233-3 Protest After Award
- FAR 52.234-1 Industrial Resources Developed Under Defense Production Act Title III
- FAR 52.242-13 Bankruptcy
- FAR 52.242-15 Stop Work Order
- FAR 52.242-17 Delay of Work (Substitute “Buyer’s Purchasing Representative for “Contracting Officer” and “Seller” for “Contractor.”)
- FAR 52.243-1 Changes - Fixed – Prices
- FAR 52.244-5 Competition in Subcontracting
- FAR 52.244-6 Subcontracts for Commercial Items
- FAR 52.245-1 Government Property (Applicable if Government property is furnished in the performance of this Contract. Substitute “BUYER” for “Government” or “United States” as applicable throughout this clause, except in the phrases “Government property,” “Government-furnished property,” and in references to title to property. Substitute “BUYER Procurement Representative” for “Contracting Officer,” “Administrative Contracting Officer,” and “ACO” throughout this clause. The following is added as paragraph (n): “CONTRACTOR shall provide to BUYER immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system.”)
- FAR 52.246-2 Inspection of Supplies – Fixed Price (“Contracting Officer” means “Buyer’s Authorized Procurement Representative” and “Government” means “Government and Buyer” except in paragraphs (f), (i) and (l) where “Government” means “Buyer.”)
- FAR 52.246-4 Inspection of Services – Fixed Price (“Government” means “Buyer” except in (b), (c), and (d), “Government” means “Government and Buyer”).
- FAR 52.246-7 Inspection of Research and Development-Fixed Price (“Contracting Officer” means “Buyer’s Authorized Procurement Representative” and “Government” means “Government and Buyer” except in paragraphs (d) and (f) where “Government” means “Buyer.”)
- FAR 52.246-18 Warranty of Supplies of a Complex Nature
- FAR 52.246-23 Limitation of Liability
- FAR 52.246-24 Limitation of Liability High Dollar Item
- FAR 52.246-25 Limitation of Liability - Services
- FAR 52.247-63 Preference for U.S. – Flag Carriers
- FAR 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels
- FAR 52.248-1 Value Engineering
- FAR 52.249-2 Termination for Convenience of the Government (Fixed Price)
- FAR 52.249-8 Default (Fixed Price Supply and Service)

DFARS

- 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

252.204-7000	Disclosure of Information	252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (The terms Contract and Subcontract shall not change in meaning).
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	252.227-7030	Technical Data – Withholding of Payment
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material	252.227-7037	Validation of Restrictive Markings on Technical Data
252.211-7000	Acquisition Streamlining (“Government” means Buyer).	252.227-7039	Patents-Reporting of Subject Inventions
252.215-7000	Pricing Adjustments (Applicable if FAR 52.215-12 or 52.215-13 applies to this contract.)	252.231-7000	Supplemental Cost Principles
252.715-7003	Excessive Pass-Through Charges-Identification of Subcontract Effort (“Offeror” means Buyer)	252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services (Applicable if this Order requires securing Telecommunications).
252.715-7004	Excessive Pass-Through Charges (“Contractor” means Buyer)	252.243-7001	Pricing of Contract Modifications
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (Oct 2014)	252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts).
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements (not applicable to contracts for commercial items or contracts valued \$1 million or less).	252.246-7007	Contractor Counterfeit Electronic Parts Detection and Avoidance System (applicable to contracts for electronic parts or items containing electronic parts). (Substitute “Buyer’s Purchasing Representative for “Contracting Officer,” “Seller” for “Contractor,” and “Buyer” for “Government.”)
252.223-7001	Hazard Warning Labels	252.247-7023	Transportation of Supplies by Sea (Applicable if this Contract meets the criteria set forth in subparagraph (b) (2) of the clause. In the first sentence of paragraph (g), insert a period after “Contractor” and delete the balance of the sentence. Paragraphs (f) and (g) shall not apply if this Contract is at or below \$150,000. Substitute “BUYER” for “Government” or “United States” as applicable throughout this clause, except for paragraph (c). Substitute “BUYER Procurement Representative” for “Contracting Officer,” “Administrative Contracting Officer,” and “ACO” throughout this clause, except for paragraph (c).)
252.225-7001	Buy American Act and Balance of Payments Program	252.247-7024	Notification of Transportation of Supplies by Sea (Applicable if this Contract meets the criteria set forth in subparagraph (b) (2) (ii) of the clause. Substitute “BUYER Procurement Representative” for Contracting Officer,” “Administrative Contracting Officer,” and “ACO” throughout this clause.)
252.225-7002	Qualifying Country Sources as Subcontractors	252.249-7002	Notification of Anticipated Contract Termination or Reduction (Applicable if this Contract equals or exceeds \$550,000. Substitute “BUYER Procurement Representative” for “Contracting Officer,” “Administrative Contracting Officer,” and “ACO” throughout this clause. Delete subparagraph (d)(1) and the first five words of subparagraph (d)(2).)
252.225-7008	Restriction on Acquisition of Specialty Metals		
252.225-7008	Restriction on Acquisition of Certain Articles Containing Specialty Metals		
252.225-7010	Commercial Derivative Military Article—Specialty Metals Compliance Certificate		
252.225-7012	Preference for Certain Domestic Commodities		
252.225-7013	Duty-Free Entry		
252.225-7014	Preference for Domestic Specialty Metals with its Alt.1		
252.225-7014	Preference for Domestic Specialty Metals (DEVIATION) with its Alt.1 (DEVIATION)		
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings		
252.225-7021	Trade Agreements		
252.225-7048	Export Controlled Items		
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (This clause applies when the Order is for other than commercial items and exceeds or is expected to exceed the simplified acquisition threshold in FAR Part 2).		
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		
252.227-7019	Validation of Asserted Restrictions – Computer Software		
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (In paragraph (c)(1), “Government” means Government and Buyer).		
252.227-7026	Deferred Delivery of Technical Data or Computer Software (“Government” means “Buyer”).		
252.227-7027	Deferred Ordering of Technical Data or Computer Software (“Government” means “Government or Buyer.”)		