



NEECO INDUSTRIES, INC.

GENERAL TERMS AND CONDITIONS OF PURCHASE

Supplemental A – Federal Acquisition Regulation (FAR) & Defense Federal Acquisition Regulation Supplement (DFARS) Clauses

1. When the products or services furnished are for use in connection with a U.S. Government prime contract or subcontract, in addition to the General Purchase Order Terms and Conditions, the following clauses shall apply, as required by the terms of the prime contract or by operation of law or regulation. The effective version of each Federal Acquisition Regulation (hereinafter "FAR") clause and Defense Federal Acquisition Regulation Supplement (hereinafter "DFARS") clause, only applicable when supporting a Department of Defense (DoD) related prime contract, shall be the same version as that which appears in Buyer's prime contract (as amended) or higher tier subcontract (as amended) under which this Order is a subcontract.

2. In the event of a conflict between these FAR or DFARS clauses and the General Terms and Conditions of Purchase, the FAR or DFARS clauses shall control.

3. Seller shall insert these clauses in selected lower tier subcontracts, either verbatim or in substance, and by incorporation-by-reference or otherwise as appropriate.

4. In all clauses listed herein, the terms "Government," "Contracting Officer," and "Contractor" shall be deemed revised to suitably identify the contracting parties herein and effect the proper intent of the clause except where further clarified or modified below.

5. If any FAR or DFARS clauses do not apply to a specific Order due to the subject matter thereof, such clauses are considered self-deleting.

6. The below applicable FAR and DFARS clauses are required to be followed and provided to any sub-contractors for purchases in support of this Order, for all Orders of Commercial or Non-Commercial Items (as defined under FAR 2.101), unless otherwise exempted by such clause(s). Buyer reserves the right to make final determination of any clause applicability or assertion of Commerciality by Supplier. Supplier shall provide Buyer all information as required by Buyer with regard to any assertion of commerciality or exemption.

Applicable to all Purchase Orders, except as Noted:

Federal Acquisition Regulation (FAR)

52.203-3 Gratuities

NOTE: As used in this clause, "Government" means "Buyer" (except "Government" means "Buyer or Government" in the phrase "to any officer or employee of the Government"), "hearing" means opportunity to be heard, and "in any competent court", means "pursuant to the Disputes clause contained herein".

NOTE: Applicable to any Order greater than the simplified acquisition threshold.

52.203-6 (Alt 1) Restrictions on Subcontractor Sales to the Government

NOTE: Applicable to any Order greater than the simplified acquisition threshold

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

NOTE: Applicable to any Order greater than \$150,000.

52.203-13 Contractor Code of Business Ethics and Conduct

NOTE: Applicable to any Order greater than \$6,000,000 and period of performance greater than 120 days.

NOTE: Notwithstanding any alterations to this clause to reflect the relationship between Buyer and Supplier, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the Office of the Inspector General of the agency issuing the Prime Contract under which this Order is being issued, with a copy to the Contracting Officer of the Prime Contract.

52.203-15 Whistleblower Protection Under the American Recovery and Reinvestment Act of 2009

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

52.204-14 Service Contract Reporting Requirements

NOTE: Applicable to any Order greater than \$500,000.

52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts

NOTE: Applicable to any Order greater than \$500,000

52.204-21 Basic Safeguarding of Covered Contractor Information Systems

NOTE: Applicable to all Orders at any tier for other than commercially available off-the-shelf items.

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

NOTE: Applicable to all Orders except for paragraph (b)(2).

52.209-1 Qualification Requirements

52.209-3 First Article Approval-Contractor Testing (Including Alt 1)

52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

NOTE: Applicable to any Order greater than \$35,000.

52.211-5 Material Requirements

52.212-4 Contract Terms and Conditions-Commercial Items

52.213-4 Terms and Conditions-Simplified Acquisitions (Other than Commercial Prime Contracts)

52.217-2 Cancellation Under Multi-Year Contracts

52.217-6 Option for Increased Quantity

52.217-9 Option to Extend the Term of the Contract

52.219-8 Utilization of Small Business Concerns

NOTE: Applicable unless Order is for personal services, or the Order, together with all of its subcontracts, will be performed entirely outside the U.S. and its outlying areas

52.222-3 Convict Labor

52.222-4 Contract Work Hours and Safety Standards Act- Overtime Compensation (paragraphs (a)-(d))

NOTE: Applicable to Orders at any tier greater than \$150,000.

52.222-19 Child Labor- Cooperation With Authorities and Remedies (DoD Deviation 2020-O0019)

52.222-20 Contracts for Materials, Supplies, Articles and Equipment

NOTE: Applicable to any Order greater than \$15,000.

52.222-21 Prohibition of Segregated Facilities

52.222-26 Equal Opportunity

52.222-35 Equal Opportunity for Veterans

NOTE: Applicable to any Order of \$150,000 or more.

52.222-36 Equal Opportunity for Workers With Disabilities.

NOTE: Applicable to any Order greater than \$15,000.

52.222-37 Employment Reports on Veterans

NOTE: Applicable to any Order of \$150,000 or more

52.222-40 Notification of Employee Rights Under the National Labor Relations Act

NOTE: Applicable to any Order greater than \$10,000.

52.222-41 Service Contract Act Labor Standards

NOTE: Applicable only to the extent that such clause is in Buyer's higher-tier contract and this Order is subject to the Service Contract Labor Standards Statute.

52.222-50 Combating Trafficking in Persons

NOTE: Include Alternate I to any Order if applicable to the prime contract.

52.222-51 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements

52.222-53 Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements

52.222-54 Employment Eligibility Verification

NOTE: Applies if Order exceeds the micro-purchase threshold and includes work performed in the US.

52.222-55 Minimum Wages Under Executive Order 13658 NOTE: Applicable to Orders subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and the work is performed in whole or in part in the US.

52.222-62 Paid Sick Leave under Executive Order 13706

NOTE: Applicable to Orders subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and the work is performed in whole or in part in the US.

52.223-3 Hazardous Material Identification and Material Safety Data

NOTE: Entry is considered to be “none” unless Supplier explicitly states otherwise within its quotation or proposal.

52.223-7 Notice of Radioactive Materials

52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items

52.223-15 Energy Efficiency in Energy-Consuming Products

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving

NOTE: Applicable to any order that exceeds the micro-purchase threshold

52.224-3 Privacy Training

52.225-8 Duty-Free Entry

NOTE: Applicable only if such clause is contained in Buyer's higher-tier contract under which any reduced duty free entry thresholds shall apply. Under paragraph (c)(1), change "20 days" to "30 days." Under paragraph (c)(2), change "10 days" to "20 days"

52.225-13 Restrictions on Certain Foreign Purchases

52.225-26 Contractors Performing Private Security Functions Outside the United States

NOTE: As applicable in accordance with paragraph (f).

52.226-6 Promoting Excess Food Donation to Nonprofit Organizations

52.227-14 Rights in Data-General

52.227-23 Rights to Proposal Data (Technical)

52.228-7 Insurance-Liability to Third Persons

52.232-39 Unenforceability of Unauthorized Obligations

52.232-40 Providing Accelerated Payments to Small Business Subcontractors

NOTE: Does not apply if Buyer does not receive accelerated payments under the Prime Contract.

52.233-3 Protest After Award

52.242-13 Bankruptcy

52.242-14 Suspension of Work

52.242-15 Stop Work Order

NOTE: The words “ninety (90) days” are changed to “one hundred (120) days” and the words “thirty (30) days” are changed to “twenty (20) days” whenever they appear; if the Stop Work Order is issued based on a bid protest, the 100-day period may be extended by Buyer until the protest is resolved; and any equitable adjustment is subject to Buyer’s recovery from the Government.

52.242-17 Government Delay of Work

52.243-1 Changes – Fixed Price

52.244-6 Subcontracts for Commercial Items

52.246-2 Inspection of Supplies- Fixed Price

52.246-11 Higher-Level Contract Quality Requirement

52.246-17 Warranty of Supplies of a Noncomplex Nature

Note: Alternate II paragraph (b)(2).

Note: Alternate III paragraph c(4)

Note: Alternate IV paragraph c(6) if this order is fixed-price incentive type

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels

52.248-1 Value Engineering

NOTE: Applicable to any Order of \$150,000 or more except as specified in FAR 48.201(a).

NOTE: In paragraph (j), "Contracting Officer" means the U.S. Government Contracting Officer, and, in the legend of paragraph (m), "Government" means both the U.S. Government and Buyer. DOD deviation applies if this Order stems from higher-tier contract with DOD.

52.249-1 Termination for Convenience of the Government

Defense Federal Acquisition Regulation Supplemental (DFARS)

(NOTE: Applicable to all Purchase Orders, except as Noted, identified as supporting a DoD Prime Contract)

252.203-7000 Requirements Relating to Compensation of Former DoD Officials

252.203-7002 Requirement to Inform Employees of Whistleblower Rights

252.204-7000 Disclosure of Information

252.204-7004 Level 1 Antiterrorism Awareness Training for Contractors

252.204-7009 Limitation on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting
NOTE: Applicable to all Orders at any tier unless the Order is solely for commercially available off-the-shelf items.

252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors

252.204-7015 Disclosure of Information to Litigation Support

252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

252.204-7020 NIST SP 800-171 DoD Assessment Requirements.

252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.
NOTE: Applicable to any Order of \$150,000 or more.

252.215-7997 Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data-Modifications- Section 890 Pilot (Deviation 2020-O0020)
NOTE: Applicable to any Order greater than the simplified acquisition threshold.

252.223-7001 Hazard Warning Labels
NOTE: Applicable if this Order requires delivery, treatment, or disposal of hazardous materials.

252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic and Hazardous Materials
NOTE: Applicable to Orders which require, or may require, access to a DoD installation)

252.223-7008 Prohibition of Hexavalent Chromium

252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
NOTE: Applicable if Seller is supplying items on the U.S. Munitions list.

252.225-7008 Restriction on Acquisition of Specialty Metals

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals.

NOTE: Exclude paragraphs (d) and (e)(1); paragraph (c)(6) is hereby deleted. NOTE: Upon Supplier notification of noncompliance with the terms of this clause and the provision of specific information related to the source of the noncompliance, Buyer will facilitate management of the allowance for up to 2% otherwise noncompliant specialty metal content in the end item. The 2% minimal content exception does not apply to and cannot be used to exempt specialty metals contained in high performance magnets.

252.225-7013 (Deviation 202-O0019) Duty-Free Entry

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings.
NOTE: Applicable to any Order and all lower-tier subcontracts if Product supplied contains ball or roller bearings.

252.225-7021 Trade Agreements- Basic (Deviation 2020-O0019)

252.225-7025 Restriction on Acquisition of Forgings

252.225-7028 Exclusionary Policies and Practices of Foreign Governments

252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate

252.225-7036 Buy American—Free Trade Agreements-Balance of Payments Program

252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States NOTE: Applicable to all Orders where subcontractor personnel are supporting U.S. Armed Forces deployed outside the U.S.

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States

252.225-7048 Export-Controlled Items

252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten

252.225-7972 (Deviation 2020-O0015) Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems

252.225-7975 (Deviation 2020-O0022) Additional Access to Contractor and Subcontractor Records
Note: Applicable to any order above \$50,000 that will be performed outside the US.

252.225-7993 (Deviation 2020-O0022) Prohibition on Providing Funds to the Enemy
Note: Applicable to any order above \$50,000 that will be performed outside the US.

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.
NOTE: Applicable to any order above \$500,000.

252.227-7013 Rights in Technical Data--Noncommercial Items

252.227-7015 Technical Data--Commercial Items

252.227-7016 Rights in Bid or Proposal Information

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive

252.227-7026 Deferred Delivery of Technical Data or Computer Software

252.227-7027 Deferred Ordering of Technical Data or Computer Software

252.227-7030 Technical Data--Withholding of Payment

252.227-7037 Validation of Restrictive Markings on Technical Data

252.227-7038 Patent Rights—Ownership by the Contractor (Large Business)

252.228-7001 Ground and Flight Risk
NOTE: Applicable if included in Buyer's higher-tier contract.

252.229-7011 Reporting of Foreign Taxes – U.S. Assistance Programs
NOTE: Applicable to any order exceeding \$500

252.232-7007 Limitation of Government's Obligation

252.232-7017 Accelerating Payments to Small Business Subcontractors- Prohibition on Fees and Consideration

252.235-7003 Frequency Authorization
NOTE: Authorization shall be through or coordinated with Buyer's PCO

252.239-7010 Cloud Computing Services

252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services

252.239-7018 Supply Chain Risk

252.243-7001 Pricing of Contract Modifications

252.244-7000 Subcontracts for Commercial Items

252.246-7001 Warranty of Data

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

252.247-7023 Transportation of Supplies by Sea.
NOTE: Applicable in any Order and all lower-tier subcontracts for ocean transportation of supplies. Paragraphs (f) and (g) shall not apply if this Order or any lower-tier subcontract is at or below the simplified acquisition threshold.

NOTE: Paragraph (c), first sentence has been modified as to read "Supplier and its subcontractors may request that Buyer obtain Government authorization for shipment..." "45" is changed to "60" days in paragraph (d) and "30" to "20" in paragraph (e). In paragraph (e), delete "and the division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590." In paragraph (g) "for the purposes of the Prompt Payment clause of this contract" is deleted. NOTE: Supplier agrees to indemnify and hold Buyer harmless against any loss, damage or expense suffered by Buyer as a result of Supplier's failure to comply with the requirements of this clause

252.249-7002 Notification of Anticipated Contract Termination or Reduction

*****END OF DOCUMENT*****