

NICKERSON LLC
TERMS & CONDITIONS OF PURCHASE – US GOVERNMENT SUPPLEMENT

if this Order shows on its face that it is placed in support of a U.S. Government (USG) funded prime contract or subcontract, or if the Buyer otherwise notifies the Seller that this Order is placed under a USG prime contract or subcontract, the following clauses of the Code of Federal Regulations (CFR), the Federal Acquisition Regulations (FAR) and the Department of Defense Federal Acquisition Regulation Supplement (DFARS) apply and are incorporated herein in addition to NICKERSON LLC (“NLLC”) Commercial Terms (identify global terms) by reference with the same force and effect as if set forth below in full text. These clauses apply to all Firm-Fixed Price (FFP), Cost Reimbursable (CR), and Time & Material/Labor Hour (TM/LH) purchase orders, as appropriate.

Full text versions of these clauses can be made available upon Seller’s request to the Buyer’s authorized representative. The applicable version date of such clauses is as of the date the Order is executed unless otherwise specified in the Order. Additionally, full text versions of these clauses are available from the USG in searchable form on the Internet. The CFR and FAR/DFARS can be found at the below links.

- For the CFR — <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>
- For the FAR/DFARS — <https://www.acquisition.gov/?q=browsefar>

By acceptance of this Order, Seller agrees to flow-down, as required, all applicable CFR, FAR and DFARS clauses to its lower-tier suppliers. Seller further agrees that all notifications and other communications required by these clauses shall be made through the Buyer’s Supply Chain/Purchasing Representative unless this Order specifically provides otherwise. During the performance of this Order, Buyer shall reserve the right at any time to change/amend/update any clause in this document.

Special Note: If payment date falls on weekend/holiday, payment may be paid on the following open business day.

CFR Clause

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 50-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

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FAR Clauses

FAR Reference	Title / Applicability
52.202-1	<u>Definitions</u> For Orders exceeding the simplified acquisition threshold, as defined in FAR 2.101
52.203-3	<u>Gratuities</u> For Orders exceeding the simplified acquisition threshold, as defined in FAR 2.101.
52.203-6	<u>Restrictions on Subcontractor Sales to The Government</u> For Orders exceeding the simplified acquisition threshold as defined in FAR 2.101 to include commercial products or commercial services.
52.203-7	<u>Anti-Kickback Procedures</u> For Orders exceeding the threshold specified in Federal Acquisition Regulation 3.502-2(i), \$150,000, (Excluding paragraph (c)(1) of this clause).
52.203-8	<u>Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity</u> For Orders exceeding the simplified acquisition threshold, as defined in FAR 2.101, other than those for commercial products or commercial services.
52.203-10	<u>Price or Fee Adjustment for Illegal or Improper Activity</u> For Orders exceeding the simplified acquisition threshold, as defined in FAR 2.101, other than those for commercial products or commercial services.
52.203-12	<u>Limitation on Payments to Influence Certain Federal Transactions</u> For Orders exceeding the threshold specified in FAR 3.808(a), \$150,000
52.203-13	<u>Contractor Code of Business Ethics and Conduct</u> For Orders exceeding the threshold specified in FAR 3.1004(a), \$6,000,000, on the date of the Order award and a performance period of more than 120 days. Does not apply to commercial products or commercial services. “The supplier agrees to grant NLLC the right to conduct a reasonable audit or investigation at the premises of the subcontractor, with full access to appropriate books and records of the subcontractor, for the purpose of implementing the requirements of FAR provision 52.203-13. Suppliers receiving purchase orders or subcontracts (including all long-term agreements) with a cumulative value of \$1 million or more shall distribute NLLC Policy MGT-10, entitled " U.S. Government Contract Compliance – Mandatory Disclosure of Violations of Law to the Government ", and the NLLC "Policy on Contracting with the United States Government" to all personnel most directly involved in the performance of the purchase order or subcontract, including those having primary management or supervisory responsibilities. The supplier shall ensure that all such individuals have both read and understood the contents of these documents. Any questions shall be forwarded to the cognizant NLLC Buyer. The above documents are available electronically within the “Collaboration” section of the NLLC website (www.nickersonllc.com) or from the assigned Nickerson LLC Buyer.”
52.203-14	<u>Display of Hotline Poster(s)</u> For Orders exceeding the threshold specified in FAR 3.1004(b)(1), \$6,000,000, for the procurement of commercial products or commercial services.
52.203-17	<u>Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights</u> For Orders exceeding the simplified acquisition threshold, as defined in FAR 2.101.

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FAR Reference	Title / Applicability
52.203-19	<p><u>Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements</u></p> <p>This clause applies to all Orders regardless of dollar amount, other than personal services with individuals.</p>
52.204-10	<p><u>Reporting Executive Compensation and First—Tier Subcontract Awards</u></p> <p>For First-Tier supplier Orders valued at or above the threshold specified in FAR 4.1403(a), \$30,000, or more.</p>
52.204-21	<p><u>Basic Safeguarding of Covered Contractor Information Systems</u></p> <p>This clause applies to Orders when the supplier, at any tier, may have Federal contract information residing in or transiting through its information system. ~Does not apply to COTS items.</p>
52.204-23	<p><u>Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities</u></p> <p>This clause applies to all Orders including Orders for commercial products and commercial services.</p>
52.204-25	<p><u>Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment</u></p> <p>This clause applies to all Orders including Orders for commercial products and commercial services, excluding paragraph (b)(2).</p>
52.209-6	<p><u>Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</u></p> <p>For Orders exceeding the threshold specified in FAR 9.405-2(b), \$35,000, except for Orders for commercially available off- the- shelf items (COTS).</p>
52.211-15	<p><u>Defense Priority and Allocation Requirements</u></p> <p>This clause applies to all rated Orders. Suppliers shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).</p>
52.215-2	<p><u>Audit and Records—Negotiations</u></p> <p>For Orders exceeding the simplified acquisition threshold, as defined in FAR 2.101 and for which certified cost or pricing data is required, see FAR 15.403-4(a)(1) for current dollar threshold.</p>
52.215-10	<p><u>Price Reduction for Defective Certified Cost or Pricing Data</u></p> <p>For Orders which certified cost or pricing data is required, see FAR 15.403-4(a)(1) for current dollar threshold.</p>
52.215-11	<p><u>Price Reduction for Defective Certified Cost or Pricing Data—Modifications</u></p> <p>For Orders which certified cost or pricing data is required, see FAR 15.403-4(a)(1) for current dollar threshold.</p>
52.215-12	<p><u>Subcontractor Certified Cost or Pricing Data</u></p> <p>For Orders which certified cost or pricing data is required, see FAR 15.403-4(a)(1) for current dollar threshold.</p>
52.215-13	<p><u>Subcontractor Certified Cost or Pricing Data—Modifications</u></p> <p>For Orders which certified cost or pricing data is required, see FAR 15.403-4(a)(1) for current dollar threshold.</p>

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FAR Reference	Title / Applicability
52.215-14	<p><u>Integrity of Unit Prices</u></p> <p>For Orders exceeding the simplified acquisition threshold, as defined in FAR 2.101, other than those for commercial products or commercial services. Paragraph (b) is excluded of this clause for suppliers.</p>
52.215-15	<p><u>Pension Adjustments and Asset Reversions</u></p> <p>For Orders which certified cost or pricing data is required, see FAR 15.403-4(a)(1) for current dollar threshold or for which any preaward or postaward cost determinations will be subject to FAR 31, Contract Cost Principles and Procedures.</p>
52.215-18	<p><u>Reversion of Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions</u></p> <p>For Orders which certified cost or pricing data is required, see FAR 15.403-4(a)(1) for current dollar threshold or for which any preaward or postaward cost determinations will be subject to FAR 31, Contract Cost Principles and Procedures.</p>
52.215-19	<p><u>Notification of Ownership Changes</u></p> <p>For Orders which certified cost or pricing data is required, see FAR 15.403-4(a)(1) for current dollar threshold or for which any preaward or postaward cost determinations will be subject to FAR 31, Contract Cost Principles and Procedures.</p>
52.215-23	<p><u>Limitation of Pass—Through Charges</u></p> <p>For Orders which certified cost or pricing data is required, see FAR 15.403-4(a)(1) for current dollar threshold.</p>
52.219-8	<p><u>Utilization of Small Business Concerns</u></p>
52.219-9	<p><u>Small Business Subcontracting Plan</u></p> <p>This clause applies to all Orders that, offer subcontracting possibilities, and are expected to exceed \$750,000(non-construction), see FAR 19.708(b)(1). Include FAR 52.219-8, Utilization of Small Business Concerns and FAR 52.219-16, Liquidated Damages-Subcontracting Plan when FAR 52.219-9 applies.</p>
52.222-19	<p><u>Child Labor—Cooperation with Authorities and Remedies</u></p> <p>For Orders exceeding the micro-purchase threshold, as defined in FAR 2.101.</p>
52.222-20	<p><u>Contracts for Materials, Supplies, Articles, and Equipment</u></p> <p>For Orders exceeding the threshold specified in FAR 22.602, \$15,000.</p>
52.222-21	<p><u>Prohibition of Segregated Facilities</u></p> <p>This clause applies to all Orders subject to FAR 52.222-26 applies.</p>
52.222-26	<p><u>Equal Opportunity</u></p> <p>For Orders exceeding the micro-purchase threshold, as defined in FAR 2.101, and work performed in the United States.</p>
52.222-35	<p><u>Equal Opportunity for Veterans</u></p> <p>For Orders valued at or exceeding the threshold specified in FAR 22.1303, \$150,000.</p>
52.222-36	<p><u>Equal Opportunity for Workers with Disabilities</u></p> <p>For Orders exceeding the threshold specified in FAR 22.1408, \$15,000.</p>
52.222-37	<p><u>Employment Reports on Veterans</u></p> <p>This clause applies to all Orders subject to FAR 52.222.35.</p>
52.222-40	<p><u>Notification of Employee Rights under the National Labor Relations Act</u></p> <p>This clause applies to all Orders that exceeds \$10,000, FAR 52.222-40(f)(1), and will be performed wholly or partially in the United States.</p>

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FAR Reference	Title / Applicability
52.222-50	<p><u>Combating Trafficking in Persons</u></p> <p>This clause applies to all Orders, the requirements in paragraph (h) of this clause apply only to any portion of the Order that- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and (ii) Has an estimated value that exceeds \$550,000.</p>
52.223-3	<p><u>Hazardous Material Identification and Material Safety Data</u></p> <p>For Orders which require submission of hazardous material data sheets.</p>
52.223-6	<p><u>Drug—Free Workplace</u></p> <p>For Orders exceeding the simplified acquisition threshold, as defined in FAR 2.101, other than those for commercial products or commercial services.</p>
52.223-11	<p><u>Ozone Depleting Substances</u></p> <p>For all Orders for items containing or manufactured with ozone-depleting substances, as defined in FAR 23.804 (a)(1).</p>
52.223-18	<p><u>Encouraging Contractor Policies to Ban Text Messaging While Driving</u></p> <p>For Orders exceeding the micro-purchase threshold, as defined in FAR 2.101.</p>
52.225-1	<p><u>Buy American—Supplies</u></p> <p>For Orders with a value exceeding the micro-purchase threshold at FAR Part 2.10</p>
52.225-13	<p><u>Restrictions on Certain Foreign Purchases</u></p> <p>For all Orders regardless of dollar value.</p>
52.227-1	<p><u>Authorization and Consent</u></p> <p>For Orders exceeding the simplified acquisition threshold, as defined in FAR 2.101.</p>
52.227-2	<p><u>Notice and Assistance Regarding Patent and Copyright Infringement</u></p> <p>For Orders exceeding the simplified acquisition threshold, as defined in FAR 2.101.</p>
52.227-9	<p><u>Refund of Royalties</u></p> <p>This clause applies if the amount of royalties reported during negotiations of this Order Exceeds \$250.</p>
52.227-14	<p><u>Rights in Data—General</u></p> <p>This clause applies if it is contemplated that data will be produced, furnished, or acquired under this Order.</p> <p><i>In paragraph (h) of this clause, “the Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor’s obligations to the USG under this contract.”</i></p>
52.229-3	<p><u>Federal, State, and Local Taxes</u></p> <p>For Orders, when performed wholly or partly in the US or its outlying areas; fixed-price contract; and exceeds the simplified acquisition threshold, as defined in FAR 2.101.</p>
52.230-2	<p><u>Cost Accounting Standards</u></p> <p>For Orders, when entered into, exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, and certified cost or pricing data is required to be submitted in connection with the award of this order. This clause does not apply to this Order if Seller is exempt under 48 CFR 9903.201-1.</p>

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FAR Reference	Title / Applicability
52-230-3	<p><u>Disclosure and Consistency of Cost Accounting Practices</u></p> <p>For Orders, when entered into, exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, and certified cost or pricing data is required to be submitted in connection with the award of this order. This clause does not apply to this Order if Seller is exempt under 48 CFR 9903.201-1.</p>
52.230-4	<p><u>Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns</u></p> <p>For Orders, when entered into, exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, and certified cost or pricing data is required to be submitted in connection with the award of this order. This clause does not apply to this Order if Seller is exempt under 48 CFR 9903.201-1.</p>
52.230-6	<p><u>Administration of Cost Accounting Standards</u></p> <p>For Orders, when entered into, exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, and certified cost or pricing data is required to be submitted in connection with the award of this order. This clause does not apply to this Order if Seller is exempt under 48 CFR 9903.201-1.</p>
52.232-40	<p><u>Providing Accelerated Payments to Small Business Subcontractors</u></p> <p>This clause applies to subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.</p>
52.233-3	<p><u>Protest After Award</u></p> <p>Under paragraph (f) of this clause, the Buyer may withhold or recover from Seller any sums that the Contracting Officer withholds from Buyer because of a misstatement, misrepresentation, or mis certification of the Seller, which results in bid protest being sustained.</p>
52.242-13	<p><u>Bankruptcy</u></p> <p>For Orders exceeding the simplified acquisition threshold as defined in FAR 2.101.</p>
52.242-15	<p><u>Stop Work Order</u></p> <p>For all Orders for supplies, services, or research and development.</p>
52.242-17	<p><u>Government Delay of Work</u></p> <p>For all fixed-price Order for supplies other than commercial or modified-commercial products.</p>
52.244-6	<p><u>Subcontracts for Commercial Products and Commercial Services</u></p> <p>For all Orders regardless of dollar amount.</p>
52.245-1	<p><u>Government Property</u></p> <p>For Orders when USG property is acquired or furnished for the performance of this Order.</p>
52.246-11	<p><u>Higher—Level Contract Quality Requirement</u></p> <p>For all Orders for critical and complex items as defined by FAR 46.203(b) and (c) or when the technical requirements of an Order require: (i) Control of such things as design, work operations, in-process control, testing, and inspection; or (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.</p>
52.246-26	<p><u>Reporting Nonconforming Items</u></p> <p>For Orders: That are subject to FAR 52.246-11, Higher-Level Contract Quality Requirement; NLLC determines to be critical items for which use of the clause is appropriate; Electronic parts or end items, components, parts, or materials containing electronic parts, whether or not covered in paragraph (g)(1)(i) or (ii) of this clause, if the Order exceeds the simplified acquisition threshold and this Order is by, or for, the Department of Defense (as required by paragraph (c)(4) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112-81).</p>

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FAR Reference	Title / Applicability
52.248-1	<u>Value Engineering</u> For Orders exceeding the simplified acquisition threshold as defined in FAR 2.101 and may be included in Orders of lesser value (if identified by the Buyer within the Order schedule).
52.249-1	<u>Termination for Convenience of the Government (Fixed-Price) (Short Form)</u> For Fixed-priced Orders that do not exceed the simplified acquisition threshold as defined in FAR 2.101.
52.249-2	<u>Termination for Convenience of the Government (Fixed-Price)</u> For Orders exceeding the simplified acquisition threshold as defined in FAR 2.101.
52.249-6	<u>Termination (Cost-Reimbursement)</u> For CR and TM/LH Orders.

DFARS Clauses

DFARS Reference	Title / Applicability
252.203-7001	<u>Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies</u> For Orders to first tier subcontractors only if the Order exceeds the simplified acquisition threshold as defined in FAR 2.101.
252.203-7002	<u>Requirement to Inform Employees of Whistleblower Rights</u> For all Orders regardless of dollar amount to include the procurement of commercial products and commercial services.
252.203-7003	<u>Agency Office of the Inspector General</u> For Orders of commercial products and commercial services that include FAR 52.203-13, Contractor Code of Business Ethics and Conduct.
252.203-7004	<u>Display of Hotline Posters</u> For Orders that exceed the threshold specified in DFARS 203.1004(b)(2)(ii), \$6,000,000, except for the procurement of commercial products or commercial services.
252.204-7000	<u>Disclosure of Information</u> Under this Order the Seller shall not release to anyone outside the Seller's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this Order or any program related to this Order.
252.204-7008	<u>Compliance with Safeguarding Covered Defense Information Controls</u> By submission of a quote/proposal the Seller represents it is in compliance of this clause. ~Does not apply to COTS items.
252.204-7012	<u>Safeguarding Covered Defense Information and Cyber Incident Reporting</u> For all Orders regardless of dollar amount to include the procurement of commercial products and commercial services. ~Does not apply to COTS items.
252.204-7018	<u>Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services</u> For all Orders including Orders for the acquisition of commercial items.
252.204-7020	<u>NIST SP 800-171 DoD Assessment Requirements</u> For all Orders regardless of dollar amount to include the procurement of commercial products and commercial services. ~Does not apply to COTS items.
252.204-7021	<u>Cybersecurity Maturity Model Certification Requirement</u>

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DFARS Reference	Title / Applicability
252.209-7004	<u>Subcontracting with Firms that are Owned or Controlled by the Government of a Country</u> that is a State Sponsor of Terrorism For Orders exceeding the threshold specified in FAR 9.405-2(b), \$35,000. ~Does not apply to COTS items.
252.209-7010	<u>Critical Safety Items</u> When identified anywhere in the product’s definition documents, this clause applies to a part, equipment, or system whose failure could cause a catastrophic or critical failure resulting in loss of or serious damage to the next higher assembly level product, aircraft, or weapon system; or jeopardize product safety.
252.211-7003	<u>Item Unique Identification and Valuation</u> This clause is applicable if subassemblies, components, or parts embedded within subcontract deliverables are identified as requiring DoD unique item identification, as specified, within this Order, its exhibits or SDRL item number.
252.211-7007	<u>Reporting of Government—Furnished Property</u> This clause applies when FAR clause 52.245-1 is applicable to the Order.
252.215-7002	<u>Cost Estimating System Requirements</u> For Orders which certified cost or pricing data is required, see FAR 15.403-4(a)(1) for current dollar threshold.
252.215-7008	<u>Only One Offer</u> For Orders exceeding the simplified acquisition threshold as defined in FAR 2.101.
252.215-7009	<u>Proposal Adequacy Checklist</u> For solicitations which certified cost or pricing data is required, see FAR 15.403-4(a)(1) for current dollar threshold.
252.215-7010	<u>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data</u> For Orders exceeding the simplified acquisition threshold as defined in FAR 2.101.
252.216-7009	<u>Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding</u> This clause is applicable when FAR 52.216-7 applies.
252.219-7003	<u>Small Business Subcontracting Plan (DoD Contracts)</u> This clause is applicable when FAR 52.219-9 applies.
252.222-7006	<u>Restrictions on the Use of Mandatory Arbitration Agreements</u> For Orders exceeding the threshold specified in FAR 222.7405, \$1,000,000, except for the purchase of commercial products, commercial services, or COTS.
252.223-7001	<u>Hazard Warning Labels</u> For Orders which require submission of hazardous material data sheets.
252.223-7004	<u>Drug—Free Work Force</u> For Orders exceeding the simplified acquisition threshold as defined in FAR 2.101
252.223-7008	<u>Prohibition of Hexavalent Chromium</u> For all Orders regardless of dollar amount to include the procurement of commercial products and commercial services.
252.225-7001	<u>Buy American Act and Balance of Payments Program—Basic</u> This clause applies to all Orders regardless of dollar amount to include the procurement of commercial products and commercial services.

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DFARS Reference	Title / Applicability
252.225-7007	<u>Prohibition On Acquisition of Certain Items from Communist Chinese Military Companies</u> For all Orders for items covered by the United States Munitions List or the 600 series of the Commerce Control List.
252.225-7008	<u>Restriction on Acquisition of Specialty Metals</u> For Orders exceeding the simplified acquisition threshold as defined in FAR 2.101 and require the delivery of specialty metals as an end item.
252.225-7009	<u>Restriction on Acquisition of Certain Articles Containing Specialty Metals</u> For all Orders for the procurement of commercial items, containing specialty metals.
252.225-7010	<u>Commercial Derivative Military Article—Specialty Metals Compliance Certificate</u> For Orders that contain DFARS 252.225-7009 and when notified by the Buyer, the supplier shall identify any commercial derivative military articles it intends to deliver in support of this Order.
252.225-7016	<u>Restriction on Acquisition of Ball and Roller Bearings</u> This clause does not apply to commercial products and items that do not contain ball or roller bearings.
252.225-7025	<u>Restriction on Acquisition of Forgings</u> For all Orders for forging items or for other items that contain forging items.
252.225-7048	<u>Export-Controlled Items</u> For all Orders regardless of dollar amount.
252.225-7052	<u>Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten</u> For all Orders regardless of dollar amount containing covered material for commercial items. ~Does not apply to COTS with exceptions.
252.225-7056	<u>Prohibition Regarding Business Operations with the Maduro Regime</u> For all Orders regardless of dollar amount.
252.225-7060	<u>Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region</u> For all Orders regardless of dollar amount to include the procurement of commercial products and commercial services.
252.226-7001	<u>Utilization of Indian Organizations, Indian-owned Economic Enterprises, and Native</u> Hawaiian Small Business Concerns This clause applies if the Order exceeds \$500,000, DFARS 252.226-7001(g).
252.227-7013	<u>Rights in Technical Data - Noncommercial Items (Feb 2014)</u> This clause applies whenever any technical data for other than commercial products or commercial services, or for commercial products or commercial services developed in any part at the USG expense, is to be obtained from a subcontractor or supplier for delivery to the USG under this Order.
252.227-7014	<u>Rights in Noncommercial Computer Software and Noncommercial Computer Software</u> Documentation This clause applies whenever any other than commercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the USG under this Order.
252.227-7015	<u>Technical Data - Commercial Products and Commercial Services</u> This clause applies whenever any technical data related to commercial products or commercial services developed in any part at private expense will be obtained from a subcontractor or supplier for delivery to the USG under this Order.

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DFARS Reference	Title / Applicability
252.227-7016	<u>Rights in Bid or Proposal Information</u> For all Orders regardless of dollar amount.
252.227-7019	<u>Validation of Asserted Restrictions - Computer Software</u> This clause applies to suppliers, at any tier, who will be furnishing computer software to the USG in the performance of this Order.
252.227-7037	<u>Validation of Restrictive Markings on Technical Data</u> This clause applies, at any tier, requiring the delivery of technical data.
252.232-7017	<u>Accelerating Payments to Small Business Subcontractors—Prohibition on Fees and Consideration</u> For all Orders with small business concerns, including those for the procurement of commercial products or commercial services.
252.244-7000	<u>Subcontracts for Commercial Products or Commercial Services</u> For all Orders regardless of dollar amount for the procurement of commercial products or commercial services.
252.245-7002	<u>Reporting Loss of Government Property</u> This clause applies when FAR 52.245-1 is applicable to the Order.
252.245-7003	<u>Contractor Property Management System Administration</u> This clause applies when FAR 52.245-1 is applicable to the Order.
252.245-7004	<u>Reporting, Reutilization, and Disposal</u> This clause applies when FAR 52.245-1 is applicable to the Order.
252.246-7003	<u>Notification of Potential Safety Issues</u> For all Orders where parts identified as critical safety items; systems and subsystems, assemblies, and subassemblies integral to a system; or repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.
252.246-7007	<u>Contractor Counterfeit Electronic Part Detection and Avoidance System</u> This clause applies at all levels in the supply chain that are responsible for buying or selling electronic parts or assemblies containing electronic parts, or for performing authentication testing under this Order.
252.246-7008	<u>Sources of Electronic Parts</u> For all Orders for the procurement of commercial products, which are for electronic parts or assemblies containing electronic parts. ~Does not apply to the original manufacturer.
252.247-7023	<u>Transportation of Supplies by Sea-Basic</u> For Orders that exceeds the simplified acquisition threshold as defined in FAR 2.101 and for Orders below the simplified acquisition threshold shall insert the substance of paragraphs (a) through (e) and (i) of this clause.
252.249-7002	<u>Notification of Anticipated Contract Termination or Reduction</u> For all Orders to first-tier suppliers with an Order valued equal to or greater than \$700,000, DFARS 249.7003(c)(1).