

1. DEFINITIONS & INTERPRETATION

In these terms and conditions (the "Conditions") the following definitions and rules of interpretation shall apply:

- 1.1. "Acceptance" means Supplier acknowledgement, acceptance of payment, or commencement of performance (in whole or in part, including but not limited to preparation investment), shall constitute Supplier's unqualified acceptance of this Agreement;
- 1.2. "Contract" shall mean the contract formed by Supplier's acceptance of the Order in which shall incorporate Appendix A (Government Requirements & Flowdown);
- 1.3. "Counterfeit Goods" means Goods that is, or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method and shall also include approved Goods that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.
- 1.4. "Customer" means the U.S. Government specific to the Contract and is a direct Customer exclusively to JCB.
- 1.5. "Delivery Schedules" means JCB's schedule of delivery requirements for the Goods which are the subject of an Order provided to Supplier with the specified Order Number specific to the (does not apply to Spot Order);
- 1.6. "DFAS" means the Defense Priority Allocation System in which (if applicable) is defined hereinafter Clause 34 (Government Supplies);
- 1.7. "Firm Ship-To Zone" means the immediate next succeeding week date and quantity reflected on the Order following receipt of Delivery Schedule in which shall define JCB requirement of delivery to take possession of the Goods quantity (does not apply to Spot Order);
- 1.8. "Firm Zone" means the date defined in the Delivery Schedule as agreed upon by JCB and Supplier authorizing the Supplier to produce the relevant quantity specified therein (but not deliver) and JCB will bear any and all material and production cost(s) directly associated with the scheduled quantity in the event of subsequent cancellation by JCB (does not apply to Spot Order);
- 1.9. "Goods" shall mean the goods specified in the Order;
- 1.10. "Group" is in relation to a party being a company, that company, its subsidiaries, its holding companies and their subsidiaries ("holding company" and "subsidiary" as defined in Section 1159 Companies Act 2006);
- 1.11. "Intellectual Property Rights" all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- 1.12. "JCB" shall mean JCB Manufacturing Inc.; a company registered in the State of Georgia; with its principal address at 2000 Barnford Blvd., Pooler, GA 31322, on behalf of itself and its Group and whereas "Buyer" is referred it shall have the same meaning;
- 1.13. "JCB's Property" shall mean all documents, drawings, information, equipment, goods or materials provided to Supplier by JCB in accordance or in connection with the Contract;
- 1.14. "JCB Requirements" means JCB's requirements or specification for the Goods and/or Services as set out in the Order or as otherwise advised by JCB to Supplier from time to time pursuant to the Contract;
- 1.15. "Order" shall mean JCB's written instructions; including but not limited to Schedule Agreement, Ship-to-Schedule and/or Purchase Order; to purchase the Goods and/or Services, incorporating these Conditions, which (a) in relation to the provision of Goods shall either be: (i) a Spot Order, or (ii) a Purchase Order against which Delivery Schedules shall be raised; and (b) in relation to the provision of Services means a Service Order;
- 1.16. "Order Number" means a unique ten (10) digit numeric number electronically generated by SAP to Supplier utilizing the contract information Supplier provides to JCB giving Supplier the authorization to fill and invoice the Order received;
- 1.17. "PPAP" means the Production Part Approval Process; issued under QS 9001; in which shall require an Order Number;
- 1.18. "Prohibited Act" means (a) committing any act or omission which is an offence (i) under any applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the UK Bribery Act 2010 and/or Foreign Corrupt Practices Act (FCPA) (15 USC § 780d-1, et seq.); (ii) under legislation creating offences in respect of fraudulent acts; (iii) at common law in respect of fraudulent acts in relation to (i) or in connection with the Contract; or (iv) defrauding or attempting to defraud or conspiring to defraud JCB and (b) offering, promising, giving, requesting, agreeing to receive or accepting a financial or other advantage in exchange for improper performance of a function or activity; (c) offering, promising or giving a financial or other advantage to a foreign public official with the intentions of influencing the official in their capacity as a foreign public official for the purpose of obtaining or retaining business or an advantage in the conduct of business, unless the written law applicable to the foreign public official permits such an offer, promise or gift;
- 1.19. "Proprietary Goods" means Goods that are designed by the Supplier that are originated and influenced from a catalogue item when designing Goods for JCB;
- 1.20. "Purchase Orders" means JCB's written instructions to purchase the Goods, incorporating these Conditions, confirming the Order Number, part number, description and price of the Goods and against which JCB's Delivery Schedules shall be raised with unique Order Number containing one (1) or more itemized Goods;
- 1.21. "SAP" shall mean the System Application Products software JCB utilizes to as its means of an Electronic Resource Planning (ERP) to generate its Orders for Goods and Services by issuing a unique Order Number;
- 1.22. "Services" shall mean the services specified in the Order. The Services shall be deemed to include all such ancillary and incidental advice and services as may be reasonably inferred by JCB as being included within the Services to ensure JCB Requirements are met or exceeded;
- 1.23. "Service Order" means JCB's written instruction to purchase Services, incorporating these Conditions, for an individual specific service requirement confirming the description and price of the Services and, if specified, the required date of completion of performance of the Services by way of SAP in which generates a unique 10-digit numeric number containing itemized Goods;
- 1.24. "Spot Order" means JCB's written instruction to purchase Goods and/or Services, incorporating these Conditions, for an individual specific delivery requirement confirming the part number, description and price of the Good and/or Services and the required delivery date of the Good and/or Services by way of SAP in which generates a unique 10-digit numeric number containing itemized Goods. Spot Order may also be referenced as one-time buys and are not subject to Delivery Schedules; Firm Ship-to Zone; Firm Zone and Trade-off Zone;
- 1.25. "Supplier" or "Vendor" shall mean the company, firm or individual on whom JCB places the Order;
- 1.26. "SQAM" shall mean JCB's Supplier Quality Assurance Manual as may be revised from time to time by JCB and as set out on the JCB website jcb-business.com;
- 1.27. "Tooling" shall mean all tool, jigs, dies, fixtures, moulds, patterns, plant and/or equipment or other items to be supplied or paid for in whole or in part by JCB in connection with the Contract;
- 1.28. "Trade-Off Zone" means the date defined in the Delivery Schedule as agreed upon by JCB and Supplier authorizing the Supplier to purchase any input materials necessary to produce (but not for the Supplier to produce the Goods) the scheduled quantity and JCB shall compensate Supplier in full for such outlay of the material required for the manufacture of Goods that are specifically unique to JCB requirements. Supplier understands JCB requires Supplier to demonstrate good faith efforts in the disposing of and/or the termination of material purchase prior to JCB authorizing said payment for material;
- 1.29. "VAT" or "Tax" means value added tax chargeable under English law for the time being and/or any similar additional tax applicable to the region;
- 1.30. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;
- 1.31. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;
- 1.32. The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible;
- 1.33. Clause headings shall not affect the interpretation of the Contract.
- 2. EXISTENCE AND SCOPE OF ORDERS**
- 2.1. Unless otherwise agreed by separate agreement executed by JCB in writing, these Conditions (a) are the only terms and conditions upon which JCB is prepared to procure the Goods and/or Services from Supplier and these Conditions shall apply to and be incorporated into the Contract to the entire exclusion of all other terms and conditions; (b) shall prevail over any terms or conditions contained, or referred to, in any quotation, confirmation of order, specification or other document supplied by Supplier or implied by any trade custom or previous course of dealings and Supplier waives any right which it might otherwise have to rely on such terms and conditions; (c) together with the terms of the Order and any drawings and specifications referred to in the Order, comprise the complete and final agreement between JCB and Supplier and supersede all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, either written or oral, on the subject of the Order provided that any statement or representation (written or oral) made by or on behalf of Supplier in connection with the Order which induced JCB to place the Order shall form part of the Contract.
- 2.2. Each Order shall be deemed to be an offer by JCB to buy the Goods and/or Services subject to these Conditions.
- 2.3. No Order shall be accepted until Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order (in whole or in part including but not limited to preparation investment) accepts the Order. Acceptance is strictly limited to the terms of this offer and JCB hereby notifies Supplier of its objection to any different or additional terms in Supplier's acceptance, invoice, correspondence or otherwise. Reference to Supplier's bid or proposal, if noted in the Order, is not acceptance of any of Supplier's terms and conditions which may be included in the bid or proposal.
- 2.4. Application of the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.
- 2.5. No amendment or variation of the Order or these Conditions shall be effective unless agreed by JCB in writing.
- 2.6. Supplier represents that (a) it is financially solvent, (b) it is, if and to the extent required by law, licensed to provide the Goods and/or perform the Services; (c) it has carefully examined the JCB Requirements and all conditions relevant to the same and has made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered in performance; and (d) has sufficient information for proper and complete execution by it of its obligations.
- 2.7. JCB has no way of ascertaining Supplier's dependency on JCB for revenues from sales in proportion to revenues from Supplier's other customers. Supplier, therefore, agrees that it will not become dependent on JCB for said sales. Supplier acknowledges and agrees that Supplier shall not assert any claim, and that it shall not have any cause of action, against JCB relating to Supplier's financial stability if JCB terminates the Order for any reason whatsoever.
- 3. PRICES**
- 3.1. Unless otherwise stated in the Order or any valid amendment thereof made in accordance with these Conditions, prices shall be as set out in the Order and are fixed and firm for the duration of the Order inclusive of all labor, supervision, materials, supplies, equipment, testing, development, charges, tools, permits, licenses, fees, certificates and other costs and expenses including packaging, carriage, insurance and delivery, taxes and duties (on the basis of the Incoterm set out in the Order) but exclusive of any applicable VAT or equivalent sales taxes. No surcharges, premiums or other additional charges of any sort shall at any time be chargeable by Supplier without prior written consent of JCB.
- 3.2. Supplier further warrants (a) the prices for Goods and/or Services are; and shall remain; not less favourable to JCB than the prices currently extended to any other customer of Supplier for the same and/or substantially Goods and/or Services in the same or similar quantities and delivery requirements; (b) in the event Supplier reduces the prices of Goods and/or Services during the term of the Order, Supplier shall extend the reduction of the Goods and/or Services to JCB; (c) Unless agreed otherwise by separate agreement executed by both parties, Supplier expressly assumes any and all risk of cause or event (whether foreseeable or otherwise) affecting increase in pricing (not limited to) foreign exchange rate changes, commodity, raw material indices, inflation, transportation, labor and other manufacturing costs; (d) Supplier shall ensure the Goods and/or

Services remain competitive; including but not limited to; pricing, technology and quality, with similar goods and/or services to JCB from other suppliers; and (e) No surcharges, premiums or other additional charges of any sort shall at any time be chargeable by Supplier without prior written consent of JCB.

4. PAYMENT

- 4.1. Supplier's invoices shall clearly state JCB's order numbers, JCB's part numbers (where the Order is for the provision of Goods), and the description, quantity, date and delivery locations of the Goods and/or Services, the price as reflective of the Order and such other supporting information required by JCB to verify the accuracy of the invoice and a separate invoice must be rendered for each individual consignment of Goods and/or provision of Services. Unless otherwise agreed, invoices shall be issued as relevant only following delivery of the Goods or completion of the Services. Invoices not in accordance with these requirements will be rejected.
- 4.2. Where Supplier's invoice number and shipping (including but not limited to packing slip and bill of lading) number differs; the Supplier shall ensure that the shipping number is clearly stated on the invoice.
- 4.3. Invoices not in accordance with 4.1 or 4.2 will be rejected and may result in delayed payment(s).
- 4.4. Should JCB dispute the whole or any part of sums payable under any invoice, JCB shall be entitled to withhold payment of the invoice until the dispute is resolved. The parties shall cooperate in good faith to resolve the dispute over the invoice as amicably and promptly as possible and on settlement of any dispute JCB shall make the appropriate payment in accordance with the Contract and with respect to any such settled amount any agreed period within which payments are due to be made shall commence on the date on which the dispute is resolved.
- 4.5. SUPPLIER'S OBLIGATIONS TO SUPPLY GOODS OR PROVIDE SERVICES SHALL NOT BE AFFECTED BY ANY GOOD FAITH PAYMENT DISPUTE BETWEEN THE PARTIES.
- 4.6. Subject to compliance with Clauses 4.1 and 4.2 and subject to JCB's rights pursuant to Clause 4.4, payments by JCB will normally be made payable in sixty (60) days ("NET60") or as otherwise specified on the face of the Order.
- 4.7. JCB shall be entitled at any time to set off (off-set) without notice against any amounts owing to Supplier under the Contract any sums which become due from Supplier to JCB whether under the Contract or on any other account with JCB or any other JCB group company and whether or not any demand has been made for the payment of any such sums or may withhold payment due to the extent as may be necessary to protect JCB from loss because of a reasonable doubt that the Goods and/or Services will meet the requirements of the Contract.
- 4.8. Supplier and its subcontractors (at all tier levels) waives the right to file a mechanics or materialmen's lien, to the maximum extent provided by law, and will indemnify JCB against all damages, costs and expenses, including attorney's fees, arising out of any claims or liens filed by Supplier, Supplier's subcontractors or Suppliers material suppliers. Supplier is responsible and shall ensure its subcontractors are fully knowledgeable and in compliance with the terms herein.
- 4.9. Before any payment hereunder shall become due, JCB, at its option, may require Supplier to furnish satisfactory evidence of the payment of all accounts for labor and materials pertaining to the Contract and Supplier shall, if required by JCB, procure and furnish to JCB a full and complete release of liens from all persons furnishing labor and materials toward performance of the Contract or, at the option of JCB, a surety bond in a form and substance satisfactory to JCB indemnifying JCB against any claims based thereon.
- 4.10. Any invoice submitted by Supplier for Goods and/or Services without proper Order Number or reused Order Number will not be paid (excludes blanket Order Number for Goods).
- 4.11. **Government Contract Pricing.** If: (i) JCB's contract cost or fee is reduced; (ii) JCB's costs are determined to be unallowable; (iii) any fines, penalties, or interest are assessed on JCB; and/or (iv) JCB incurs any other cost or damages; as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by Supplier, its officers, employees, agents, suppliers or subcontractors at any tier; JCB may proceed as outlined below in 4.12.
- 4.11.1. Where submission of cost or pricing data is required or requested at any time prior to or during performance of this Agreement and if Supplier or its lower-tier subcontractors: (i) submit and/or certify cost or pricing data that are defective; (ii) with notice of applicable cut-off dates and upon JCB's request to provide cost or pricing data, submit cost or pricing data, whether certified or not certified at the time of submission, as a prospective subcontractor; and any such data are defective as of the applicable cut-off date on JCB's Certificate of Current Cost or Pricing Data; (iii) claim an exception to a requirement to submit cost or pricing data and such exception is invalid; (iv) furnish data of any description that is inaccurate; and/or (v) if the U.S. Government alleges any of the foregoing; and as a result: (A) JCB's contract price or fee is reduced; (B) JCB's costs are determined to be unallowable; (C) any fines, penalties, or interest are assessed on JCB; or JCB incurs any other costs or damages; JCB may proceed as provided for in clause 4.12 below.
- 4.12. Upon the occurrence of any of the circumstances; other than withholdings; identified in Clause 4.11; 4.11.1 and 4.12; 4.12.1 above, JCB may make a reduction of corresponding amounts (in whole or in part) in the costs and fee of this Contract or any other Contract with Supplier, and/or may demand payment (in whole or in part) of the corresponding amounts. Supplier shall promptly pay amounts so demanded. Such sums shall not be considered allowable costs under any provision of the Contract.
- 4.12.1. Notwithstanding the aforementioned, in the case of withholding(s), JCB may withhold the same amount from Supplier under this Contract.
- 4.13. The provisions of this Clause shall survive completion or termination.
- 5. QUALITY & WARRANTY**
- 5.1. Without prejudice to any other of JCB's rights, express or implied by law, Supplier shall ensure, as a condition of the Contract, that (a) all Goods are new and unused (unless otherwise specified in the Order), free from defects in design, materials and workmanship, of satisfactory quality, fit for the purposes for which they are intended and comply with the Order or to all specifications, drawings, samples and other descriptions furnished or specified by JCB (including the JCB Requirements and any "Production Part Approval Process Documentation" of JCB; and/or (b) all Services and any services and other obligations provided in connection with the supply of Goods shall be provided using all reasonable care and skill, in accordance with the Contract and to all specifications and descriptions specified by JCB (including any JCB Requirements or any dates specified for performance), in accordance with all applicable laws and generally recognised commercial practices and standards in the industry for similar services and by personnel who are suitably skilled and experienced to perform tasks assigned to them and any replacement parts or materials or corrections shall have the same warranties that are applicable to the original work, goods, services and materials.
- 5.2. Supplier acknowledges that JCB is relying on Supplier's skill and judgement to furnish suitable Goods and/or Services unless otherwise specifically agreed in writing by JCB.
- 5.3. Unless otherwise agreed in writing and executed by both parties, warranty for Goods procured for the manufacture of JCB equipment shall be three (3) years or 6,000 hours from the date of retail. This shall include tangible Goods directly supporting the manufacture process.
- 5.4. Unless otherwise agreed in writing and executed by both parties, warranty for Services provided by Supplier shall be twenty-four (24) months at the prevailing state labor rate. Services (specific to Clause 5) shall additionally include (for clarity) the maintenance, repair and/or overhaul operations activity to keep JCB facility running. Per diem is Supplier responsibility.
- 5.5. Unless otherwise agreed by JCB as part of JCB's supplier appointment process, Supplier shall operate (a) a quality system (equivalent or greater) in accordance with ISO 9001; (b) an occupational health and safety management system in accordance with ISO 18001 or equivalent; and (c) an environmental management system (equivalent or greater) in accordance with ISO 14001.
- 5.6. Supplier shall provide and maintain a quality control system to an industry recognized ISO9001:2008 Quality Standard or greater and/or in compliance with any other specific quality requirements identified in this Contract and shall furnish a copy of said certificates to JCB.
- 5.7. As applicable, Supplier shall practice statistical process control and shall ensure validation of tooling and tooling process and ensure it maintains Cmk controls greater than 1.67 and Cpk greater than 1.33 in accordance to Geometric Dimensioning and Tolerancing ("GD&T") and other critical aspects specified on the drawing.
- 5.8. Supplier understands that it is required to maintain a Parts Per Million ("PPM") rate of less than sixty-four (64).
- 5.9. Records of all quality control inspection work by Supplier shall be kept complete and available to JCB and its customers.
- 5.10. JCB reserves the right to audit supplier's quality system and in the event Supplier objects to the audit, Supplier shall be required to submit rejection to JCB in writing on Supplier's company letter head signed by an authorized officer of its company.
- 6. DELIVERY AND PERFORMANCE**
- 6.1. Time shall be of the essence for performance to the date(s) set out in the Order or Delivery Schedule.
- 6.2. Unless specific instructions are given in respect of the Order, Supplier shall not deliver, manufacture or procure any Goods or materials or perform any Services except as authorized, as relevant, in the Spot Order or Service Order or JCB's written Delivery Schedules furnished by JCB to Supplier which refer to the Purchase Order, as relevant. JCB shall have no responsibility for Goods, materials or Services not covered in a Spot Order or Service Order or in JCB's Delivery Schedules relevant to a Purchase Order, as relevant, and shall not be bound by any estimate of quantities or dates or frequency of delivery whether given in the Order or otherwise.
- 6.3. Goods shall be delivered (or if agreed by JCB, collected) not earlier or later than the times (which shall be of the essence of the Contract) and at the places stated in the Spot Order or JCB's Delivery Schedules which relate to a Purchase Order.
- 6.4. Supplier shall promptly advise of any difficulty or delay actual or expected in performance of Orders and its proposed remedial action, without prejudice to any other of its obligations under the Contract.
- 6.5. If JCB fails to meet any of the stated conditions upon which Supplier's performance under the Contract is based, such failure(s) shall excuse Supplier from fulfilling its performance only to the extent, if any, that such failure(s) actually prevents Supplier from achieving any part of its performance, and shall not otherwise excuse Supplier from completely fulfilling its performance and Supplier shall use reasonable endeavours to mitigate any effects of JCB failure(s).
- 6.6. If Supplier fails to meet any of the stated conditions upon which JCB's requirements under the Contract is based, JCB shall reserve the right to secure Goods and/or Services from another supplier without any reperussion, to ensure JCB production is not interrupted and Supplier shall be required to compensate JCB to the maximum extent allowable by law of any costs; including but not limited to; freight, increased material charge, surcharges, premium and labor. Supplier shall ensure it puts forth good faith efforts in preventing further risks.
- 6.7. Supplier shall, at its expense, provide all necessary assistance, information and drawings to enable the successful installation, operation and maintenance of the Goods or use of the deliverables of any Services.
- 6.8. The Goods shall be adequately packed and protected against damage or deterioration in transit or storage and Supplier will otherwise comply with all arrangements for packaging as may be in the JCB Requirements. For parts delivered for aftermarket purposes, JCB part numbers are required to be visible on individual part packaging or on the parts themselves.
- 6.9. Each delivery shall also be accompanied by an advice note which shall contain JCB's order number, part number and the description, quantity and delivery location of the Goods.
- 6.10. If JCB requires special arrangements to be made because of failure by Supplier to make deliveries in accordance with the Spot Order or Delivery Schedule or to perform Services in accordance with any Service Order, as relevant, Supplier shall conform to such requirements at its own expense. Supplier shall also be responsible for any expenses incurred to deliver any incorrectly delivered items to the correct delivery location and to return any items delivered in excess of the quantities specified in the Spot Order or any Delivery Schedules.
- 6.11. JCB shall have no responsibility for packing materials or cases except as agreed in writing between the parties.
- 6.12. Supplier shall (a) co-operate with JCB in all matters relating to the supply of Goods and/or Services; (b) observe, and ensure that all employees, agents and subcontractors which it engages in relation to the supply of Goods and/or Services observe all rules and regulations and any other requirements that apply at JCB's premises (including but not limited to health and safety and security) and JCB reserves the right to refuse to such persons access to JCB's premises, which shall only be given to the extent necessary for the delivery of the Goods or the performance of any other obligation connected to the

supply of the Goods and/or the performance of the Services; (c) if Supplier is accessing JCB's premises when performing the Services, carry out an appropriate risk assessment to evaluate the health and safety risks associated with the provision of any such Services; and (d) obtain and at all times maintain all licences and consents necessary for its performance of the Contract.

6.13. Supplier will provide country of origin declarations in relation to Goods to JCB (and/or the nominated aftermarket division of the JCB group of companies) upon request. These declarations will be in the format required and will cover all Goods supplied to all JCB group companies. Additionally, Supplier will provide updated declarations as required throughout the year where parts have been re-sourced from a different country to that originally declared, or at the time that any additional Goods are supplied.

6.14. Supplier warrants that it has good and marketable title to the items supplied by it pursuant to the Order and that the same are unencumbered and free from security interests and liens.

6.15. Supplier understands and accepts that JCB business utilizes INCOTERMS as defined by the International Trade Commission (the "ICC") and delivery outlined on the face of the Order shall govern all shipment requirements for the Goods.

7. **INSPECTION, TESTING AND QUALITY ASSURANCE**

7.1. The parties acknowledge and agree that the processes, procedures and standards set out in SQAM shall apply to any Goods supplied to JCB for use by JCB in its manufacturing operations and Supplier shall adhere to such processes, procedures and standards. All terms herein but not defined herein shall have the definitions given to such terms in the SQAM.

7.2. All Goods supplied assumed to have been properly inspected and tested by Supplier prior to delivery or upon completion of Services, as relevant, are subject to inspection and testing by JCB, at its discretion notwithstanding any prior inspection, the passage of title or any payments.

7.3. Supplier will co-operate with JCB in the carrying out of quality and inspection processes, procedures and standards as JCB may request in relation to the provision of Goods including supporting the Advanced Product Quality Planning (APQP) activities, as required, and the Part Production Approval Process. The JCB defined code to determine the relevant level of sample approval process will be identified on the component drawing as specified in STD 00251, the standard will specify the documentation to be submitted by Supplier. Where coding has not been identified on the drawing, code C will apply. Supplier shall not proceed to production of Product for supply until such time as JCB has approved the PPAP/ISIR or issued the Supplier a concession, and the sample Product. The manufacture of all parts for production shall remain at Supplier's risk until the PPAP/ISIR or issued Supplier concession has been approved. All part approval submissions will require a Part Submission Warrant (PSW) to be signed or issued Supplier concession.

7.4. Supplier shall keep JCB advised of the details of such procedures as it operates in connection with the Order for the provision of Goods and details of the manufacturing facility which manufactures Goods and shall not make any change to the specification, the procedures or the manufacturing facility without JCB's prior written agreement. When Goods are purchased against a particular quality standard it is of the essence that the traceability requirements of that standard are complied with.

7.5. Supplier shall, at JCB's request, permit or procure permission for representatives of JCB, its customers and other organisations (including governmental authorities) to carry out such inspections, assessments and testing (including the taking of samples) as they request in connection with any Goods and/or Services (including interim inspections) and any processes carried out in relation to them including quality assurance systems and procedures.

7.6. JCB's right to reject any Goods and/or Services and Supplier's obligation to fulfil the requirements of the Order shall not be affected by the carrying out or any failure to carry out any inspection or testing of the Goods and/or deliverable of any Services by JCB or any approval given by or on behalf of JCB or by any payment being made for them.

8. **REJECTION AND OTHER RIGHTS**

8.1. Without prejudice to any other of its rights express or implied by law, in case of any early, late, partial, excessive, defective or otherwise incorrect delivery or performance or any other failure by Supplier to comply with the Contract, JCB shall be entitled, at its discretion, to exercise some, all or any of the following rights, namely: (a) to reject such delivery or performance and, where any Goods and/or Services so rejected are the same as other goods or services supplied by Supplier to JCB or to any other JCB group company, JCB may reject those goods and/or services also; (b) to refuse to accept any subsequent Goods and/or Services which Supplier attempts to make; (c) to require Supplier at its expense to immediately supply in substitution for any rejected Goods and/or Services, goods and/or services which conform; (d) to recover any costs incurred in obtaining substitute Goods and/or Services from a third party; (e) to recover any costs incurred as a consequence of late, partial or defective performance or other failure; (f) where paid in advance, at its discretion, for Goods and/or Services that have not been provided by Supplier, to have such sums refunded by Supplier; (g) to require the Supplier to, or at Supplier's expense to, carry out or have carried out any work which JCB considers necessary to conform any Goods and/or Services; and/or (h) at Supplier's expense, remove and replace any rejected Goods which have been incorporated into JCB machines, equipment, parts or attachments.

8.2. Goods rejected by JCB shall be collected by Supplier within thirty (30) days of notice of rejection being despatched by JCB or, at Supplier's request and expense, JCB shall return the same to the Supplier. Pending collection, the Goods shall be held at the expense and risk of Supplier. Supplier shall be charged an administration fee for each inspection report generated following rejection of Goods and Supplier shall also pay all expenses incurred by JCB in packing, handling and sorting rejected Goods and, if applicable, removing and replacing any rejected Goods which have been incorporated into machines, equipment, parts or attachments of JCB or any other member of the JCB group of companies. If Supplier fails to collect the rejected Goods JCB reserves the right, at Supplier's expense, to destroy or otherwise dispose of the rejected Goods in any manner JCB thinks fit without liability to Supplier.

8.3. Where Goods are rejected by JCB more than three times in any week, Supplier acknowledges and agrees that this will cause JCB's "quality divert" process as detailed in the SQAM to operate in relation to any ongoing supply of such Goods.

9. **PASSING OF TITLE AND RISK**

9.1. Title and risk in Goods shall pass to JCB on delivery at the location stated in the Order or, if paid for by JCB prior to delivery, title to any goods, materials or equipment shall pass when the same are identifiable as those to which the Order refers.

10. **COMPANY'S PROPERTY, TOOLING AND DRAWINGS**

10.1. Supplier shall: (a) bear all risks of loss of or damage to and adequately insure JCB's Property whilst in Supplier's possession or control; (b) ensure that JCB's Property is marked with such indications of ownership as JCB directs and is kept in good condition; (c) not permit JCB's Property to be removed from Supplier's premises or such other premises as may have been agreed by JCB in writing; (d) not use or permit the use of JCB's Property except for the purpose of the Order; (e) permit or procure permission for JCB or its representatives to enter at any reasonable time any premises where JCB's Property is located for the purpose of inspecting it; (f) immediately return JCB's Property on demand in good condition and permit or procure permission for JCB in the course of any inspection pursuant to Clause 10.1.5 to re-possess the same; (g) pay to JCB on demand the full value (or, where JCB's Property consists of Tooling less than the full cost of which has been contributed by JCB, the proportion of such value which JCB's contribution bears to the cost thereof) of any of JCB's Property which is not returned in good condition or accounted for to JCB's satisfaction, and waive any lien which Supplier might otherwise have (whether at the date of the Contract or subsequently) on any of JCB's Property for work done thereon or otherwise.

10.2. Where the Supplier requires an advance payment from JCB equal or greater than TEN THOUSAND (\$10,000.00) and 00/100 DOLLARS, Supplier is required to procure and furnish to JCB a full and complete release of liens from all persons furnishing labor and materials toward performance of the Contract and a surety bond, bank guarantee or approved equivalent (by JCB) equal to the amount of the down payment. Supplier further indemnifies JCB from any claim thereon.

10.3. Where the Order is for Tooling, these Conditions shall apply to such Order with reference to "Goods" being to the Tooling. It is acknowledged that the Tooling shall not be delivered into the physical possession of JCB but shall remain in the possession of Supplier or Supplier's vendors for the purposes of fulfilling other Orders for goods from JCB for which such Tooling was ordered and these Conditions shall therefore be construed accordingly.

10.4. Supplier agrees that all Tooling shall be and remain part of JCB's Property. Supplier further acknowledges and agrees that JCB shall be the owner of any raw materials procured by Supplier for use in the manufacture of the Tooling and Supplier shall mark all such raw materials as "Property of JCB" along with the appropriate JCB asset number. Supplier agrees that the requirements stated in Clause 10.1 shall apply to all such Tooling and without prejudice to the generality thereof Supplier shall, at its expense: (a) maintain and on JCB's request make available at any reasonable time for inspection a Tooling register and furnish such photographic or other evidence as JCB at any time requests as to the existence, location and condition of the Tooling; and (b) maintain all Tooling in good condition and immediately replace any items which are lost or destroyed or become worn out.

10.5. Supplier shall, upon demand by JCB at any time (whether verbal or in writing) permit JCB's representatives to enter any of Supplier's premises or other premises under Supplier's care and control and to remove any such Tooling from those premises. Supplier shall indemnify JCB and hold JCB harmless in relation to any and all direct, indirect or consequential losses (including additional cost of production, loss of production, loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) as a result of any delay or refusal by Supplier (or any third party at Supplier's direction) to deliver up all of the Tooling when required.

10.6. The provisions of this Clause shall survive completion or termination.

11. **RESPONSIBILITY FOR INFORMATION & CONFIDENTIALITY**

11.1. Supplier shall treat as confidential during and following completion or termination of the Contract (and, in particular, not use except for the purposes of the Order or permit disclosure to any third party) any technical or commercial know-how, drawings, specifications, data, computer software (including source codes or similar material) or the like prepared by Supplier or made available by JCB in connection with the Contract. Supplier shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging Supplier's obligations under the Contract and shall immediately return such confidential information to JCB on completion of the Contract or earlier on JCB's request. The obligations of confidentiality shall not extend to information which Supplier can show (a) is, or has become part of, the public domain other than as a result of a breach of the obligation of confidentiality in this Clause 11.1, (b) was independently disclosed to it by a third party entitled to disclose the same or (c) is required to be disclosed under any applicable law or by order of a court or governmental body or authority of competent jurisdiction. The provisions of this Clause 11.1 shall be without prejudice to the terms of any specific confidentiality agreement that may have been entered into between JCB (or a member of the JCB group of companies) and Supplier.

11.2. Supplier shall be responsible for any errors or omissions in any particulars supplied by it, whether or not approved by JCB, except only to the extent that such errors or omissions are due to inaccurate information supplied in writing by JCB and such information was not supplied subject to confirmation by Supplier.

11.3. The provisions of this Clause shall survive completion or termination.

12. **INTELLECTUAL PROPERTY**

12.1. If, as part of the Order, JCB commissions Goods and/or Services to meet a specification or requirement which is specific or unique to JCB, the parties acknowledge and agree that all Intellectual Property Rights in any technical or commercial know-how, drawings, specifications, data, manufacturing information, computer software (including source codes or similar material) or the like produced by Supplier on behalf of JCB in relation to such Goods and/or Services shall be and remain vested in JCB. Supplier assigns to the Customer, with full title guarantee and free from all third-party rights, all such Intellectual Property Rights. JCB grants to Supplier for the sole purpose of manufacturing the Goods for JCB and for no other purpose whatsoever a non-exclusive, personal, non-transferable, revocable, royalty-free licence of the Intellectual Property Rights relating to such Goods, subject to Supplier's continuing compliance with its obligations under the Contract.

12.2. Supplier shall, promptly at JCB's request (including during or after the completion or termination of the Contract), do (or procure to be done) all such further acts and things and the execution of all such other documents as JCB may from time

to time require for the purpose of securing for JCB the full benefit of the contract, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to JCB in accordance with Clause 12.1.

12.3. If as part of the Order, the Goods and/or deliverables of the Services are to be imaged to bear the name and/or trade mark "JCB" or the "JCB" logo, Supplier is granted a fully paid-up, non-exclusive, non-transferable right to use such name and/or trade mark for the purposes of the Order only, but otherwise Supplier shall not have any rights in the name or trade mark "JCB" or the "JCB" logo. JCB grants to Supplier a fully paid-up, non-exclusive, non-transferable licence to use JCB's Intellectual Property Rights which may be made available to Supplier by JCB in connection with the Contract only to the extent necessary and for the purpose of providing the Goods and/or Services to JCB and performing Supplier's other obligations under the Contract and for no other purpose whatsoever.

12.4. The provisions of this Clause shall survive completion or termination.

13. **INDEMNITY AND INSURANCE**

13.1. Supplier shall indemnify, in full and on demand, and hold JCB harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses, any handling, labour or administration charges and the cost of carrying out any remedial work) awarded against, or incurred or paid by, JCB as a result of or in connection with: (a) any alleged or actual infringement, in the US or abroad, of any third party's Intellectual Property Rights or other rights arising out of the receipt, use or supply of the Goods and/or the deliverables of the Services, except to the extent that such infringement results exclusively from a design or written instruction given by JCB and Supplier having taken all reasonable precautions could not have known that following such instructions might result in the infringement of any third party's Intellectual Property Rights. Supplier shall, at JCB's request, defend or assist in defending, at Supplier's expense, any action against JCB or any person to whom the Goods have been supplied; (b) any liability, loss, damage, injury, cost or expense sustained by JCB which was caused by a breach or negligent performance or failure or delay in performance of the Contract by Supplier; or (c) any claim made against JCB in respect of any liability, loss, damage, injury, cost or expense sustained by JCB's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Goods and/or Services as a consequence of a breach or negligent performance or failure or delay in performance of the Contract by Supplier.

13.2. Supplier shall at all times insure and keep itself adequately insured with a reputable insurance company against all insurable liability under the Contract and, in particular, its liabilities under Clause 13.1 and Workers Compensation and Employers Liability insurance on all employees in at least the minimum limits required by law, Comprehensive Commercial General Liability insurance with coverage for Bodily Injury and Property Damage with combined single limits of \$1,000,000 (Umbrella of \$1,000,000), and shall, on request, provide JCB with evidence as to the existence and sufficiency of such insurance.

13.3. Supplier shall provide all facilities, assistance and advice required by JCB or its insurers for the purposes of contesting or dealing with any action, claim or demand arising out of Supplier's performance or purported performance of or failure to perform the Contract.

13.4. The provisions of this Clause shall survive completion or termination.

14. **CUSTOMER SERVICE**

14.1. Where in response to any claims under the terms of any warranty given by JCB for any of its products, JCB (either itself or through its authorised dealer network) makes good, repairs or replaces any Goods which are proved by the person making the claim to JCB's satisfaction to have been, at the time of their delivery by Supplier, defective in materials, workmanship or design (except solely to the extent that JCB is responsible for design) or otherwise not in conformity with the Order or these conditions then JCB shall be entitled at its option to credit or compensation for such making good, replacement, or repair from Supplier, without prejudice to any other rights of JCB, including, without limitation, the reimbursement of any labour or other costs incurred by JCB in undertaking such making good, repair or replacement.

14.2. Any Goods replaced under Clause 14.1 will be returned to Supplier upon its written request and at Supplier's expense (and where the Goods or the product containing the same have been consigned to a destination outside the United States mainland such request shall be accompanied by full payment in advance of the carriage and other charges) and if such request is not made within twenty eight (28) days of JCB's giving Supplier written notice of such warranty claim JCB may, at its discretion, destroy or otherwise dispose of the defective Goods without liability to Supplier.

14.3. Notwithstanding 14.1, in the event it is requested to JCB by Supplier for the return of any part, it shall be the sole responsibility of the Supplier for any cost and administrative efforts to transport the Goods from its location to Supplier's destination.

14.4. The provisions of this Clause shall survive completion or termination.

15. **TERMINATION AT OPTION OF JCB**

15.1. Performance of any Order may be terminated by JCB, at its option, in whole or in part, at any time by written notice to Supplier (notwithstanding the existence with respect to Supplier of any force majeure circumstances). In such event JCB's liability shall in no circumstances exceed the price of the Goods delivered and/or Services performed and accepted by JCB and not previously paid for or work actually performed by the Supplier which was due performance pursuant to the Order. Supplier shall also, if so required by JCB in writing, complete all Goods partially manufactured at the date of such notice which are due for delivery within any lead-time previously agreed by JCB and JCB shall pay the price of all such Goods as it accepts. In no event shall JCB be liable for any loss of profits based on the Order or any portion thereof so cancelled or for any development or testing unless the same had been specifically agreed by JCB.

16. **TERMINATION FOR DEFAULT OR INSOLVENCY OF SUPPLIER**

16.1. JCB may, at its discretion, without prejudice to any other remedy available at law, in equity or under the Contract, suspend its performance of or (whether or not such performance has previously been suspended) terminate the Contract in whole or in part by written notice to Supplier at any time if Supplier: (a) fails to comply with any provision of the Contract or Delivery Schedule or of any other agreement with JCB or any other JCB group company or fails to make progress or otherwise repeatedly breaches so as in the reasonable opinion of JCB to endanger the performance of the Contract and in any of such cases such failure is irremediable or if remediable Supplier does not remedy the same to JCB's satisfaction within a period of ten (10) days after the date on which JCB has given Supplier written notice thereof or within such longer period as may be mutually agreed in a remedial plan; or (b) becomes insolvent, has a receiver, manager, administrative receiver, administrator or trustee in bankruptcy appointed in respect of any of its undertaking assets or income, is the subject of any bankruptcy order or filing or has any petition presented to any court or resolution passed for its winding up, whether compulsorily or voluntarily, or is dissolved, has any restraint or execution levied on any of its assets, enters into any composition or arrangement with its creditors or suffers any similar action in consequence of debt under the laws of any jurisdiction; or JCB bona fide believes that any of the foregoing events may occur.

16.2. Any action taken by JCB under this Clause 16 shall not void or in any way affect the other provisions of the Contract including, but not limited to, those for the resolution of disputes.

17. **OBsolete PARTS**

17.1. If the Goods constitute parts used by JCB to manufacture or assemble Company plant, machines, equipment or attachments then in the event that such a part is no longer required for production of JCB's original plant machines, equipment or attachments, Supplier shall ensure that it is able to continue supplying JCB, as required, with such part for at least ten (10) years following the date on which the relevant part is no longer supplied for production. This Clause shall not apply to Goods which are not used by JCB to manufacture or assemble JCB plant or equipment.

17.2. JCB may desire to place additional orders for Goods purchased hereunder, Supplier shall provide JCB with a "Last Time Buy Notice" at least twelve (12) months prior to any action to discontinue any Goods purchased under this Contract.

17.3. The provisions of this Clause shall survive completion or termination.

18. **FORCE MAJEURE**

18.1. Neither party shall be responsible to the other by reason of failure to perform under an Order arising from causes beyond the control of the party concerned including fire, explosion, or acts or omissions of any authority or governmental agency provided that JCB shall be entitled to obtain elsewhere Goods and/or Services covered by the Order for so long as such circumstances prevail and to reduce to that extent without liability to Supplier its purchases under the Contract. The party affected shall promptly notify the other of the nature and extent of the cause affecting its ability to perform and shall use all reasonable efforts to mitigate the effects of the delay or failure in the performance of its obligations in any way that it is reasonably practicable.

19. **MODIFICATIONS**

19.1. Each party reserves the right, at any time, to request a change to the specifications applicable to the Goods, in the method of packing of the Goods or in the place or time for delivery of Goods and/or Services and/or in JCB's Requirements for Services, and the parties shall discuss the same in good faith. Any discussions which may take place will be without prejudice to the rights of the relevant parties. Supplier shall within a reasonable time supply to JCB details as to the adjustment to the purchase price given the requested change which Supplier shall provide in good faith with reference to the price for the Good and/or Service and also any reasonable demonstrable variations to such price which may be necessary due to the circumstances and nature of the change. If the change and price is acceptable to JCB, JCB shall issue an amendment to the Contract accordingly. The provisions of the Contract save for such change shall continue to apply as if the change had been embodied in the original Contract. In making any request for change in relation to Goods for production of JCB products, Supplier shall follow change notification procedures as set out in the SQAM. Supplier will not be granted any additional time or compensation for extra or additional Goods and/or Services or work related thereto unless authorised by a prior written change to Order from JCB.

20. **COMPLIANCE WITH LAWS**

General Compliance

20.1. In carrying out its business in connection with the Contract, Supplier shall, and shall ensure that all work, Goods (including packaging and transportation) and/or Services comply with all applicable laws, statutes, regulations, or ordinances, rules, permits, licences, authorisations, codes of conduct and directions and requirements of any relevant governments or regulatory authorities from time to time in force.

Health, Safety & Environmental Compliance

20.2. Supplier shall ensure that all Goods: (a) are safe and without risk to health when properly used and Supplier shall supply to JCB and to JCB's dealers and customers (where appropriate) complete and accurate information to inform them of the safe and proper use of the Goods (including where appropriate, safety data sheets); (b) comply with all applicable laws, statutes, regulations, ordinances, rules, permits, licences, authorisations, codes of conduct and directions and requirements of any relevant governments or regulatory authorities (including, where applicable to the Goods and their ultimate destination by JCB, the Registration Evaluation and Authorisation of Chemicals (REACH) regime, the Waste Electrical and Electronic Equipment (WEEE) regime, the Batteries Directive, the Restriction of Hazardous Substances in Electronic and Electrical Equipment (RoHS) regime, Classification Labelling and Packaging of Substances and Mixtures (CLP) regime, Toxic Substances Control Act (U.S.C. Sec 2601 et seq.), The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by The Superfund Amendments and Reauthorization Act, The Resource Conservation Recovery Act, as amended by The Hazardous and Solid Waste Amendments of 1985 or any replacement, substantially similar or equivalent legislation); (c) Supplier shall provide to JCB with each delivery any Material Safety Data Sheet applicable to the Goods in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 (or substantially similar or equivalent legislation) and regulations promulgated thereunder or its state approval counterpart; and (d) Supplier acknowledges and agrees that JCB is relying upon Supplier to ensure that it meets these requirements in respect of the Goods.

Supplier Code of Conduct

20.3 Supplier shall comply with the JCB Supplier Code of Conduct and any other policies and procedures of JCB which are relevant to suppliers.

Anti-Corruption Compliance

20.4 Supplier shall not and shall ensure that its Associated Persons (as defined in the Bribery Act 2010) will not commit or be involved in committing a Prohibited Act in connection with the provisions of the Contract.

Modern Slavery & Labour Law Compliance

20.5 Supplier shall ensure that neither Supplier nor any of its officers, employees or other persons associated with it is engaged in slavery or human trafficking and shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

20.6 Supplier represents and warrants that neither Supplier nor any of its officers, employees or other persons associated with it: (a) has been convicted of any offence involving slavery and/or human trafficking; and (b) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and/or human trafficking.

20.7 Supplier shall comply with all laws and regulations regarding employment and discrimination.

Due Diligence

20.8 Supplier shall respond to any reasonable requests for information from JCB from time to time in relation to Supplier's activities pursuant to the Contract, including concerning matters referred to in this Clause 20 and disclosure of financial statements and records. Supplier warrants and represents that all such information provided shall be complete and accurate.

Rights of JCB

20.9 If JCB concludes, in its reasonable opinion that Supplier (including any Associated Persons, subcontractor or agent, in all cases whether or not acting with Supplier's knowledge) has breached any of Clauses 20.1 to 20.8 above, then JCB may immediately terminate the Contract on providing written notice to Supplier. Any notice of termination under this Clause 20.9 shall specify: (a) the nature of the breach; (b) the identity of the party whom JCB believes has committed the breach; and (c) the date on which the Contract will terminate.

20.10 Supplier shall indemnify, in full and on demand, and hold JCB harmless against any and all liabilities, claims, fines, costs, losses or damages (including attorneys' fees) arising from or related to any breach of this Clause 20 or the termination of the Contract pursuant to Clause 20.9.

21. ASSIGNMENT, SUB-CONTRACTING & THIRD-PARTY RIGHTS

21.1 JCB may assign the benefit of any of its rights under the Contract but Supplier shall not without the prior written consent of JCB assign the benefit of any of its rights or sub-contract any of its obligations under the Contract in whole or in part.

21.2 If JCB consents to any such assignment or sub-contract, Supplier shall nevertheless continue to be responsible to JCB for all Supplier's obligations under the Contract.

21.3 In the case of any sub-contract to which JCB has so consented Supplier shall include in its sub-contract terms and conditions consistent with those of the Contract (in particular those relating to compliance with quality standards) for benefit of and enforceable directly by JCB and furnish JCB on demand with details of any such sub-contract.

21.4 Supplier acknowledges and agrees that the Goods and/or the Services and the provisions of the Contract may be for the benefit of any JCB group company and therefore any such JCB group company shall have the right in its own capacity to enforce any term of the Contract to the extent that it relates to the Goods and/or Services being received by such JCB group company. Supplier acknowledges that JCB shall also have the right to bring a claim on its own behalf and on behalf of any other JCB group company where such JCB group company suffers loss and in these circumstances such losses shall be deemed to that of JCB. However, both JCB and any other JCB group company shall not be able to recover the same loss twice through duplicate causes of action.

21.5 Notwithstanding Section 2 (1) of the Contracts (Rights of Third Parties) Act 1999, the parties to the Contract may vary or terminate the Contract by agreement between them without requiring the consent of any third party on whom this Clause 21 confirms rights.

22. RELATIONSHIP OF THE PARTIES

22.1 Nothing shall be deemed to constitute JCB or Supplier an agent or partner of the other or authorise either of them to incur any commitment or liability on behalf of the other.

22.2 Supplier shall be responsible for and hold harmless JCB, JCB, its customers, from and against all losses, costs, claims, causes, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Supplier, its officers, employees, agents, suppliers and/or subcontractors at any tier, in the performance of any of its obligations under this Contract.

22.3 The provisions of this Clause shall survive completion or termination.

23. SEVERENCE & WAIVER

23.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

23.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable to give effect to the commercial intention of the parties.

23.3 No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy. Any waiver must be given in writing and expressly stated to be a waiver. Such a waiver will only apply to the specific events to which it is stated to relate and not to any other events, whether past or future.

24. PUBLICITY

24.1 Neither the Contract nor any details thereof or JCB's name (or the name of any JCB group company) shall be used by Supplier for advertisement or publicity purposes without JCB's prior written consent.

24.2 Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by Supplier or its subcontractors without the prior expressed (written) approval of JCB.

25. NOTICES

25.1 Any notice given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business and shall be sent by registered post or delivery by hand and shall be deemed to have been properly served two (2) days after posting or on the date of hand delivery.

26. ARBITRATION

26.1 This Clause 26 (Arbitration) shall only apply to Suppliers as defined hereinafter Clause 27.1. In the event of any dispute arising under this Contract, the parties will attempt in good faith to negotiate a mutually-agreeable resolution of such dispute. If such dispute is not amicably resolved, then all such disputes shall be settled by binding arbitration conducted in Atlanta, Georgia. All such arbitration proceedings shall be conducted pursuant to the "Rules and Regulations" of the American Arbitration Association (hereinafter "**AAA Rules and Regulations**"), including but not limited to its "Expedited Procedures" and "Optional Rules for Emergency Measures of Protection."

26.2 Any party initiating arbitration shall serve a written demand for arbitration on the other party and otherwise comply with the AAA Rules and Regulations to initiate a case. The demand shall set forth a statement of the nature of the dispute, the amount involved, and the remedies sought. Either party may pursue the "Expedited Procedures" or the "Optional Rules for Emergency Measures of Protection" provided for by the AAA Rules and Regulations. The parties shall select an arbitrator in accordance with the AAA Rules and Regulations. The arbitrator shall have not less than twenty (20) years of experience practicing commercial law and be rated AV in Martindale Hubbell.

26.3 The arbitrator shall schedule the arbitration for a hearing to commence on a mutually convenient date. The hearing shall commence no later than one hundred eighty (180) calendar days after the request for arbitration is submitted, unless additional time is agreed to by the parties, and shall continue from day to day until completed. The arbitrator shall issue his award in writing no later than twenty (20) calendar days after the conclusion of the hearing. The arbitration award shall be final and binding regardless of whether any party fails or refuses to participate in the scheduled arbitration.

26.4 Any arbitration award shall include costs and reasonable attorneys' fees to the prevailing party.

26.5 The parties hereby authorize and empower the above-appointed arbitrator to hear and determine all disputes between the parties hereto concerning the subject matter of this Agreement. The arbitrator may enter an award containing any of the types of relief permitted under the AAA Rules and Regulations, including but not limited to preliminary injunctive relief (including but not limited to temporary restraining orders or preliminary injunctions); money damages; equitable relief (including but not limited to accounting, rescission and restitution); permanent injunctive relief (prohibitory or mandatory); and costs and attorney's fees. The arbitrator shall not have the power to amend this Agreement except as expressly provided herein. The parties hereby agree and consent to the entry of judgment in any court having jurisdiction, upon the award rendered by the above-appointed arbitrator in an arbitration proceeding initiated pursuant to this Agreement.

26.6 Disputes. Notwithstanding the aforementioned, all disputes under this Contract that are not resolved by mutual agreement may be decided by recourse to an action at law or in equity. Until final resolution of any dispute hereunder, Supplier shall diligently proceed with the performance of this Contract as directed by JCB.

27. GOVERNING LAW

27.1 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State from which this Contract is issued by JCB, without regard to its conflicts of law's provisions; except that any provision in this Contract that is: (i) incorporated in full text or by reference from the Federal Acquisition Regulations (FAR); (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR; or (iii) that is substantially based on any such agency regulation or FAR provision; shall be construed and interpreted according to the federal common law of Government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the Federal Government.

27.2 The provisions of this Clause shall survive completion or termination.

28. LANGUAGE

28.1 In the event that these terms or any other terms related to this Contract is translated for any reason by either party, the English version will govern.

29. COUNTERFEIT WORK

29.1 For purposes of this clause, Goods consists of those parts delivered under this Contract that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies).

29.2 Supplier agrees and shall ensure that Counterfeit Goods is not delivered to JCB.

29.3 Supplier shall only purchase products to be delivered or incorporated as Goods to JCB directly from the Original Component Manufacturer ("OCM")/Original Equipment Manufacturer ("OEM"), or through an OCM/OEM authorized distribution chain. Goods shall not be acquired from independent distributors or brokers unless approved in advance in writing by JCB.

29.4 Supplier shall immediately notify JCB with the pertinent facts if Supplier becomes aware of or suspects that it has furnished Counterfeit Goods. When requested by JCB, Supplier shall provide OCM/OEM documentation that authenticates traceability of the applicable OCM/OEM.

29.5 In the event that Goods delivered under this Contract constitutes or includes Counterfeit Goods, Supplier shall, at its expense, promptly replace such Counterfeit Goods with genuine Goods conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Goods, including without limitation JCB's cost of removing the Counterfeit Goods, of reinserting replacement Goods and of any testing necessitated by the reinstallation of Goods after Counterfeit Goods has been exchanged. The remedies contained in this clause are in addition to any remedies JCB may have in law, equity or under any other provision of this Agreement or as otherwise permitted by law.

29.6 This clause applies in addition to any quality provision, specification, statement of work, or other provision included in this Contract addressing the authenticity of Goods. To the extent such provisions conflict with this clause, this clause prevails.

29.7 Supplier shall include clauses (29.1) through (29.5) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Goods to JCB.

29.8 The provisions of this Clause shall survive completion or termination.

30. EXPORT CONTROL

30.1 Supplier agrees to comply with all applicable U.S. export control laws and regulations, specifically including but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 ET. Seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, Supplier agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Supplier or Supplier's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception.

30.2 Supplier agrees to notify JCB if any deliverable under this Contract is restricted by export control laws or regulations.

30.3 Supplier shall immediately notify the JCB if Supplier is, or becomes, listed in any Denied Parties List or if Supplier's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

30.4 If Supplier is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Supplier represents that it is registered with the Office of Defense Trade Controls, as required by the ITAR, and it maintains and effective export/import compliance program in accordance with the ITAR.

30.5 Where Supplier is a signatory under a JCB export license or export agreement, Supplier shall provide prompt notification to the JCB in the event of changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. Government investigation, that could affect the Supplier's performance under this Contract.

30.6 Supplier shall be responsible for all losses, costs, claims, causes for action, damages, liabilities and expense, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Supplier, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

30.7 The provisions of this Clause shall survive completion or termination.

31. FURNISHED PROPERTY

31.1 Title to all property purchased by the Supplier which the Supplier is entitled to be reimbursed as a direct item of cost under this Contract shall pass to and vest in the Government (through JCB) or JCB upon the Supplier's delivery of such property. Title to all other property, the cost of which is reimbursable to the Supplier, shall pass to and vest in the Government (through JCB) or JCB upon issuance for use in Contract performance, commencement of processing for use in Contract performance or reimbursement of the cost whichever occurs first.

31.2 All Government or JCB owned property furnished by JCB or property acquired by the Supplier, title to which vests in the Government or JCB, is subject to the provisions of FAR 52.245-1 as referenced in Appendix A (Government Requirements & Flowdown) of this document and shall be used only for the performance of this Contract.

31.3 The Supplier assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Government, JCB Customer, or JCB owned property upon its acquisition or delivery to the Supplier. However, the Supplier is not responsible for reasonable wear and tear to this property or for property properly consumed in the performance of this Contract.

31.4 At JCB's request, or upon completion or termination of this Contract, Supplier shall submit property listings to JCB and retain all property at its expense until disposition directions are received from JCB. The Supplier, at Supplier's expense, will prepare such property for shipment and deliver them to JCB in the same condition as originally provided, reasonable wear and tear excepted, or make such other disposal as may be directed by JCB.

31.5 Supplier shall maintain a documented property management system applicable to property covered by Appendix A (Government Requirements & Flowdown) and shall make this documentation available to JCB upon request. (f) Requests for non-interference use of any property accountable to this Agreement must be transmitted to JCB with the following contract number and customer. (Reference FAR 52.245-9, Use and Charges Provisions, as referenced in Appendix A (Government Requirements & Flowdown) of this document).

31.6 Notwithstanding the provision aforementioned in 31.5, Supplier (applicable) providing Goods shall provide JCB a monthly report of actual count of items in Supplier's inventory that are under the procurement of the Contract referenced herein. Supplier understands actual count means the physical inventory possession of Goods versus the values in which may differ in accounting records.

31.7 In addition to 31.6, Supplier shall provide JCB an annual report listing the tooling and its condition that Supplier has in their possession.

32. PROHIBITED SOFTWARE

32.1 This clause only applies to Goods that includes the delivery of software.

32.2 As used herein, "Prohibited License" means the General Public License ("**GPL**") or Lesser/Library GPL, the Artistic License (e.g., PERL), the Mozilla Public License, the Netscape Public License, the Sun Community Source License, the Sun Industry Standards License, or variations thereof, including without limitation licenses referred to as "GPL Compatible, Free Software License."

32.3 As used, "Prohibited Software" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (i) open source, publicly available, or "free" software, library or documentation, or (ii) software that is licensed under a Prohibited License, or (iii) software provided under a license that (a) subjects the delivered software to any Prohibited License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates JCB to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (1) the delivered software, or any portion thereof, in object code and/or source code formats, or (2) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.

32.4 Unless Supplier has obtained JCB's prior, written consent, which JCB may withhold in its sole discretion, Supplier shall not use in connection with this Contract, or deliver to JCB, any Prohibited Software.

32.5 Supplier agrees to defend, indemnify, and hold harmless JCB, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, relating to use in connection with this Contract or delivery of Prohibited Software.

32.6 The provisions of this Clause shall survive completion or termination.

33. CONSTRUCTION

33.1 This Contract has been carefully read, the contents are known and understood, and it is freely accepted by Supplier. The Contract will not be construed against the party responsible for drafting any provision alleged to be ambiguous or uncertain.

34. GOVERNMENT SUPPLIES

34.1 This Contract is entered into by the parties in accordance to the Conditions herein in support of U.S. Government Contract W56HZV-14-D-0066 and any subsequent amendments and/or modifications.

34.2 U.S. Government Contract W56HZV-14-D-0066 is a "rated order" of D004, certified for national defense use, and the Supplier shall follow all the requirements of the Defense Priorities and Allocation System ("**DPAS**") Regulation (15 C.F.R. Part 700).

35. PRECEDENCE

35.1 Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence:

35.1.1 Face of the Order, release document, or schedule (including continuation sheets) as applicable including any special terms and conditions;

35.1.2 This Contract

35.1.3 JCB commercial terms (JCB Manufacturing Inc. Conditions of Purchase) or LTA/Supply Agreement;

35.1.4 Any supplementary terms invoked in this Contract;

35.1.5 The Statement of Work (where applicable) and must be incorporated as an Appendix; or

35.1.6 Supplier offer and/or proposal (where applicable) shall be incorporated in the absence or non-applicability of a statement of work.

In consideration of Orders issued by JCB to Supplier, Supplier acknowledges and agrees to abide by the Conditions of Purchase contained herein.

APPENDIX A (GOVERNMENT REQUIREMENTS & FLOWDOWN)

1. INCORPORATION OF FAR AND DFAR CLAUSES
 1.1. As used herein, Government contract clauses incorporated by reference are those in effect on the date of the latest Government prime contract under which this Contract is issued; however, if JCB does not enter into a Contract with its Customer until after the date of this Agreement, such clauses are those in effect on the date of this Contract and Supplier agrees to comply with any revised versions of the Government contract clauses cited that are set forth in JCB's Contract with its Customer. The applicable Government clauses are the FAR and DFARS clauses cited.

2. COST OR PRICING DATA
 2.1. If JCB was required to submit certified cost or pricing data, Supplier shall indemnify and hold harmless JCB to the full extent of any loss, damage or expense (excluding JCB's overhead and profit) resulting from Supplier's failure to provide JCB or the Government with accurate and complete cost or pricing data.

3. COST ACCOUNTING STANDARDS
 3.1. If the value of this Contract exceeds the Truthful Cost or Pricing Data ("TCPD"); formerly referenced as Truth in Negotiations Act ("TINA"), and unless the face of this Agreement indicates it is exempt from Cost Accounting Standards provisions, the following provisions apply: 1. In accordance with the applicability criteria in the FAR Appendix, 48 CFR Chapter 99, Supplier shall comply with the provisions of FAR clause 52.230-2, "Cost Accounting Standards" (Oct 2008) (excluding subparagraph (b)), or FAR clause 52.230-3, "Disclosure and Consistency of Cost Accounting Practices" (Oct 2008) (excluding subparagraph (b) thereof); provided, however, that is lieu of submission of a Disclosure Statement to JCB as may be required by either of said clauses, Supplier may, as appropriate, submit a Certificate of Previously Submitted Disclosure Statement or a Certificate of Submittal of Disclosure Statement Containing Privileged Information as contained in JCB's form approved for that purpose.
 3.2. Supplier shall comply with the provisions of FAR clause 52.230-6, "Administration of Cost Accounting Standards" (Jun 2010).
 3.3. The Cost Accounting Standards applicable shall be those in effect on the date of this Contract or the date of final agreement on price as shown on SELLER'S "Certification of Current Cost or Pricing Data" if applicable, whichever is earlier.
 3.4. Supplier agrees to indemnify and hold JCB harmless from and against any loss, damage, liability or expenses caused by any failure of Supplier or Supplier's lower-tier subcontractors or suppliers to comply with any of the foregoing provisions.

4. DISPUTES RELATED TO A GOVERNMENT CONTRACT
 4.1. In addition to the provisions in Clause 26.6 (Disputes), if a dispute relates to a matter that would give JCB recourse against the federal Government under its contract, the following provisions apply:
 4.1.1. Supplier will give JCB a fully supported written claim within five (5) years after the claim accrues, but no later than final payment under this Contract. Supplier will fully cooperate with JCB in prosecuting any such dispute and will be bound by the outcome unless JCB discontinues its prosecution of the dispute or does not afford Supplier an opportunity to continue to prosecute the dispute in JCB's name; and/or
 4.1.2. For any claim that exceeds \$100,000, Supplier shall provide a certification in the form and signed by the appropriate official of the Supplier as set forth in the "Disputes" clause, FAR 52.233-1 (July 2002), as directed by JCB; and/or
 4.1.3. Supplier shall indemnify and hold harmless JCB for any liability or reduction in JCB's claim or request for adjustment to its customer resulting from any false or fraudulent statement or certification submitted by Supplier in connection with this Agreement.
 4.2. To the extent such provisions therein Clause 26.6 conflicts with this clause, this clause prevails.

5. SUPPLIER BUSINESS PRACTICES AND RESPONSIBILITY
 5.1. The provisions in FAR Parts 3 and 9 require persons doing business with the federal Government to comply with certain laws and regulations. Supplier agrees to indemnify and hold JCB harmless from and against any loss, damage, liability or expenses caused by any failure of Supplier or Supplier's lower-tier subcontractors or suppliers to comply with any of the requirements of those laws and regulations.

6. AMENDMENTS REQUIRED BY PRIME CONTRACT
 6.1. Supplier agrees that upon request of JCB it will negotiate in good faith with JCB relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as JCB may reasonably deem necessary in order to comply with the provisions of the applicable prime contract, or with the provisions of amendments to such prime contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Goods under this Contract, an equitable adjustment shall be made pursuant to the "Modifications" clause (Clause 19) of this Contract. Supplier understands equitable adjustment is not guaranteed to Supplier or JCB by JCB's Customer.

7. PRESERVATION OF THE GOVERNMENT'S RIGHTS
 7.1. If JCB furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information ("Furnished Items") which the Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that JCB, acting on its own behalf, may modify or limit any rights the Government may have to authorize the Supplier's use of such Furnished Items in support of other U.S. Government prime contracts.

8. INTELLECTUAL PROPERTY SPECIFIC TO CONTRACT W56HZV-17-D-0003
 8.1. Notwithstanding provisions aforementioned in Clause 12 (Intellectual Property), Supplier further warrants that the Goods performed or delivered under this Agreement will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefore, Supplier agrees to defend, indemnify, and hold harmless JCB and its customers from and against any claims, losses, costs, and expenses, including reasonable attorney fees, arising out of the action by a third party that is based upon a claim that the Goods performed or delivered under this Agreement infringes or otherwise violates the intellectual property rights of any person or entity. This indemnity and hold harmless shall not be considered an allowable cost under and provisions of this Agreement except with regards to allowable insurance costs.
 8.2. Supplier's obligation to defend, indemnify, and hold harmless JCB and its customers under Clause 19.1 above shall not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to JCB's prime contract for infringement of a U.S. patent and JCB and its customers are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorney's fees by a third party.
 8.3. Supplier certifies the originality of all delivered Goods and states that no portion is protected by any copyright or similar right vested in any third party. Supplier further agrees; in context to the Customer's rights to data invention; that JCB in the performance of its prime contract obligations shall have the same rights as its Customer as defined in FAR 27. All reports, memoranda or other materials in written form, including machine readable form, prepared by Supplier pursuant to this Agreement and furnished to JCB by Supplier hereunder shall become the sole property of JCB.
 8.4. The provisions of this Clause shall survive completion or termination of this Contract.

9. PROVISIONS OF THE FEDERAL ACQUISITION REGULATIONS INCORPORATED BY REFERENCE
 9.1. The following provisions are applicable to this Contract. In addition, Supplier shall include in all subcontracts and purchase orders that it issues, any clause that by its terms is required to be included in lower-tier subcontracts and purchase orders. Supplier shall indemnify and hold harmless JCB to the full extent of any loss, damage or expense resulting from Supplier's failure to include a required clause in its subcontracts and purchase orders.
 9.2. The following FAR/DFAR clauses are applicable to this Contract:

52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(MAY2014)
52.204-4	Printed or Copied Double-Sided or Postconsumer Fiber Content Paper	(MAY2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	(OCT2015)
52.209-1	Qualification Requirements	(FEB 1995)
52.211-5	Material Requirements	(AUG 2000)
52.215-10	Price Reduction for Defective Cost or Pricing Data	(AUG 2011)
52.216-9	Fixed Fee - Construction	(JUN 2011)
52.219-16	Liquidated Damages-Subcontracting Plan	(JAN 1999)
52.222-1	Notice to the Government of labor Disputes	(FEB 1997)
52.222-19	Child Labor-Cooperation with Authorities and Remedies	(JAN 2014)
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$150,000	(MAY2014)
52.223-3	Hazardous Material Identification and Material Safety Data	(JAN 1997)
52.223-5	Pollution Prevention and Right-to-Know Information	(MAY2011)
52.223-11	Ozone-Depleting Substances	(MAY2001)
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments)	(FEB 2013)
52.230-6	Administration of Cost Accounting Standards	(JUN 2010)
52.232-17	Interest	(MAY2014)
52.232-39	Unenforceability of Unauthorized Obligations	(JUN 2013)
52.233-3	Protest After Award	(AUG 1996)
52.242-15	Stop-Work Order	(AUG 1989)
52.242-17	Government Delay of Work	(APR 1984)
52.243-1	Changes - Fixed Price	(AUG 1987)
52.246-2	Inspection of Supplies - Fixed Price	(AUG 1996)
52.247-1	Commercial Bill of Lading Notations	(FEB 2006)
52.249-2	F. O. B. Origin	(FEB 2006)
52.247-58	Loading, Blocking, and Bracing of Freight Car Shipments	(APR 1984)
52.247-60	Guaranteed Shipping Characteristics	(DEC 1989)
52.247-65	F. O. B. Origin, Prepaid Freight-Small Package Shipments	(JAN 1991)
52.247-68	Report of Shipment (REPSHIP)	(FEB 2006)
52.249-2	Termination for the Convenience of the Government (Fixed Price)	(APR2012)
52.252-2	Clauses Incorporated by Reference	(FEB 1998)
52.203-7001	Prohibition on Persons Convicted of Fraud or other Defense-Contract-Related Felonies	(DEC2008)
52.203-7002	Requirement to Inform Employees of Whistleblower Rights	(SEP 2013)
52.203-7004	Display of Hotline Posters	(OCT 2015)
52.204-7000	Disclosure of Information	(AUG 2013)
52.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (Deviation 2016-00001)	(OCT 2015)
52.204-7015	Disclosure of Information to Litigation Support Contractors	(FEB 2014)
52.211-7000	Acquisition Streamlining	(OCT 2010)
52.211-7003	Item Unique Identification and Valuation	(DEC 2013)
52.219-7003	Small Business Subcontracting Plan (DoD Contracts)	(OCT 2014)
52.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	(DEC 2010)
52.223-7008	Prohibition of Hexavalent Chromium	(MAY 2011)
52.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	(OCT 2014)
52.225-7016	Restriction on Acquisition of Ball and Roller Bearings	(JUN 2011)
52.225-7033	Waiver of United Kingdom Levies	(APR2003)
52.225-7048	Export-Controlled Items	(JUN 2013)
52.226-7001	Utilization of Indian Owned (Organizations, Indian- Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	(SEP 2004)
52.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	(FEB 2014)
52.227-7016	Rights in Bid or Proposal Information	(JAN 2011)
52.227-7019	Validation of Asserted Restrictions -- Computer Software	(SEP 2011)
52.227-7037	Validation of Restrictive Markings on Technical Data	(JUN 2013)
52.244-7000	Subcontracts for Commercial Items	(JUN 2013)
52.246-7003	Notification of Potential Safety Issues	(JUN 2013)
52.247-7023	Transportation of Supplies by Sea	(APR2014)
52.203-7000	Requirements Relating to Compensation of Former DoD Officials.	(SEP 2011)
52.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	(OCT 2015)
52.211-7008	Use of Government-Assigned Serial Numbers	(SEP 2010)
52.215-7000	Pricing Adjustments	(DEC 2012)
52.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel	(SEP 2011)
52.223-7001	Hazard Warning Labels	(DEC 1991)
52.225-7006	Acquisition of the American Flag	(AUG 2015)
52.225-7015	Preference for Certain Domestic Commodities	(FEB 2013)
52.225-7012	Restriction on Acquisition of Domestic Hand or Measuring Tools	(JUN 2005)
52.225-7021	Trade Agreements - Basic	(OCT 2015)
52.227-7020	Rights in Special Works	(JUN 1995)
52.227-7026	Deferred Delivery of Technical Data or Computer Software	(APR 1988)
52.227-7027	Deferred Ordering of Technical Data or Computer Software	(APR 1988)
52.227-7030	Technical Data - Withholding of Payment	(MAR2000)
52.246-7000	Material Inspection and Receiving Report	(MAR 2008)
52.247-7028	Application for U.S. Government Shipping Documentation/ Instructions	(JUN 2012)

FAR/DFAR	TITLE	ISSUE DATE
52.203-6	Restrictions on Subcontractor Sales to the Government	(SEP 2006)
52.203-7	Anti-Kickback Procedures	(MAY2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(OCT 2010)
52.203-13	Contractor Code of Business Ethics and Conduct	(OCT 2015)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(OCT 2015)
52.215-2	Audit and Records-Negotiation	(OCT 2010)
52.215-12	Subcontractor Cost or Pricing Data	(OCT 2010)
52.215-14	Integrity of Unit Prices	(OCT 2010)
52.215-15	Pension Adjustments and Asset Reversions	(OCT 2010)
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions	(JUL2005)
52.215-23	Limitation on Pass-Through Charges	(OCT 2009)
52.219-8	Utilization of Small Business Concerns	(OCT 2014)
52.222-21	Prohibition of Segregated Facilities	(APR2015)
52.222-26	Equal Opportunity	(APR2015)
52.222-35	Equal Opportunity for Veterans	(OCT 2015)
52.222-36	Affirmative Action for Workers with Disabilities	(JUL2014)
52.222-37	Employment Reports on Veterans	(OCT 2015)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	(DEC 2010)
52.222-50	Combating Trafficking in Persons	(MAR2015)
52.222-54	Employment Eligibility Verification	(OCT 2015)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	(AUG 2011)
52.225-13	Restrictions on Certain Foreign Purchases	(JUN 2008)
52.227-1	Authorization and Consent	(DEC2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(DEC 2007)
52.230-2	Cost Accounting Standards	(OCT 2015)
52.244-6	Subcontracts for Commercial Items	(OCT 2015)
52.247-63	Preference for U. S.-Flag Air Carriers	(JUN 2003)
52.248-1	Value Engineering	(OCT 2010)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(MAY2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(MAY2014)