



U.S. GOVERNMENT CONTRACTS STANDARD TERMS AND CONDITIONS

FAR AND DFARS FLOW-DOWN CLAUSES FOR PURCHASE OF COMMERCIAL ITEMS IN SUPPORT OF U.S. GOVERNMENT CONTRACTS

A. GENERAL

When Goods or Services furnished are for use in connection with a U.S. Government contract or subcontract, in addition to A-dec's Purchase Order Terms and Conditions, the following FAR and DFARS clauses shall apply, as required by the terms of the applicable clause, the terms of the Prime Contract, by operation of law or regulation, or as necessary to permit A-dec to meet its obligations under such Prime Contract. Clauses not applicable for these reasons shall not be removed from this document and will be considered by all parties to be without force and effect.

The Seller, by accepting a Purchase Order subject to this Agreement, hereby certifies compliance with the following clauses and is, therefore, eligible for award.

B. U.S. GOVERNMENT SUBCONTRACT

This purchase order ("Order") is entered into by the parties as a subcontract in support of a U.S. Government Prime Contract.

Whenever the term "A-dec" is used in this Agreement, it means A-dec, Inc., the buyer of the goods and/or services purchased under this Order.

Whenever the term "Seller" is used in this Agreement, it means the party identified on the face of this Order with whom A-dec is contracting, acting as the immediate subcontractor to A-dec, and that is furnishing to A-dec the goods and/or services purchased under this Order.

Whenever the term "Special Provisions" is used in this Agreement, it means the additional clauses attached to or otherwise incorporated in this Order, which are not included in this Agreement, that are required to be included in this Agreement in accordance with the terms and conditions of A-dec's Government Prime Contracts.

Whenever the term "Prime Contract" is used in this Agreement, it means the contract between A-dec and the Government, or the higher-tier subcontract issued to A-dec by a Government prime contractor that has a contract directly with the Government, or the subcontract issued to A-dec by a higher-tier subcontractor, respectively.

Whenever the term "Government" is used in this Agreement, it means the U.S. Federal Government.

C. INCORPORATION OF FAR AND DFARS CLAUSES

"FAR" means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, Code of Federal Regulations.

"DFARS" means the Defense Federal Acquisition Regulation Supplement, issued as Chapter 2 of Title 48, Code of Federal Regulations.

The FAR clauses referenced below and, if this Order is issued under a U.S. Department of Defense Prime Contract, the DFARS clause referenced below, including any explanatory notes following the clause citations, and related Certifications and Representations set forth below, shall apply to this Order and are incorporated by reference into this Order with the same force and effect as if they were given in full text. The FAR and DFARS clauses may be found at <http://farsite.hill.af.mil/farsite.html>.

As used in the FAR and DFARS clauses referenced below and in any other FAR and DFARS clauses included in this Order:

1. The term “commercial item” means a commercial item as defined in FAR 2.101.
2. The terms “commercially available off-the-shelf item” and “COTS item” mean a “commercially available off-the-shelf (“COTS”) item” as defined in FAR 2.101.
3. The term “contract” means this Order.
4. The term “Contracting Officer” means the Government Contracting Officer for A-dec's Government Prime Contract under which this Order is issued or, if this Order is a subcontract entered into under a higher-tier subcontract awarded to A-dec by a Government prime contractor, “Contracting Officer” means the Government Contracting Officer for the Government prime contractor’s Prime Contract.
5. The terms “Contractor” and “Offeror” mean the Seller, which is the party identified on the face of this Order with whom A-dec is contracting, acting as the immediate subcontractor to A-dec.
6. The term “Government” means the U.S. Government.
7. The term “subcontract” means any purchase order placed by Seller or its lower-tier subcontractors under this Order to furnish goods and/or services for performance of this Order.

The Contracts Disputes Act of 1978 shall have no application to this Order, and nothing in this Order provides Seller a direct claim or cause of action against the Government. Any reference to a “Disputes” clause in a FAR or DFARS clause shall mean the Dispute Resolution provision contained in A-dec's Government Contracts Purchase Order Terms in this Order.

D. PROVISIONS OF THE FAR INCORPORATED BY REFERENCE

The following FAR clauses apply to this Order and are incorporated by reference:

FAR 52.203-3	Gratuities (Apr. 1984)
FAR 52.203-13	Contractor Code of Business Ethics (Oct. 2015)
FAR 52.203-17	Contractor Employee Whistleblower Rights & Requirement to Inform Employees of Whistleblower Rights (Apr. 2014)

FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan. 2017)
FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Oct. 2018)
FAR 52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct. 2016)
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems (June 2016)
FAR 52.204-23	Prohibition On Contracting For Hardware, Software, And Services Developed Or Provided By Kaspersky Lab And Other Covered Entities (July 2018)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct. 2015)
FAR 52.212-3	Offeror Representations and Certifications—Commercial Items, Alternate 1 Attachment to 52.212-3(g)
FAR 52.212-5	Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Oct. 2018)
FAR 52.215-14	Integrity of Unit Prices (Oct. 2010)
FAR 52.217-2	Cancellation under Multiyear Contracts (Oct. 1997)
FAR 52.219-8	Utilization of Small Business Concerns (Oct. 2018)
FAR 52.222-21	Prohibition on Segregated Facilities (Apr. 2015)
FAR 52.222-26	Equal Opportunity (Sept. 2016)
FAR 52.222-35	Equal Opportunity for Veterans (Oct. 2015)
FAR 52.222-36	Equal Opportunity for Workers with Disabilities (July 2014)
FAR 52.222-37	Employment Reports on Veterans (Feb. 2016)
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec. 2010)
FAR 52.222-41	Service Contract Labor Standards (Aug. 2018)
FAR 52.222-50	Combating Trafficking in Persons (Mar. 2015)
FAR 52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (May 2014)
FAR 52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements (May 2014)

FAR 52.222-54	Employment Eligibility Verification (Oct. 2015)
FAR 52.222-55	Minimum Wages Under Executive Order 13658 (Dec. 2015)
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan. 2017)
FAR 52.223-11	Ozone-Depleting Substances and High Potential Hydrofluorocarbons (June 2016)
FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug. 2011)
FAR 52.223-20	Aerosols (June 2016)
FAR 52.223-21	Foams (June 2016)
FAR 52.224-3	Privacy Training (Jan. 2017)
FAR 52.225-5	Trade Agreements (Aug. 2018)
FAR 52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
FAR 52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certification (Oct. 2015)
FAR 52.225-26	Contractors Performing Private Security Functions Outside the United States (Sept. 2016)
FAR 52.226-6	Promoting Excess Food Donation to Nonprofit Organizations (June 2020)
FAR 52.227-14	Rights in Data – General; Alt. III (Dec. 2007)
FAR 52.232-17	Interest (May 2014)
FAR 52.232-40	Providing Accelerated Payment to Small Business Subcontractors (Dec. 2013)
FAR 52.242-15	Stop Work Order (Aug. 1989)
FAR 52.246-2	Inspection of Supplies – Fixed Price (Aug. 1996)
FAR 52.247-64	Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb. 2006)
FAR 52.204-27	Prohibition on a ByteDance Covered Application. (June 2023)

E. PROVISIONS OF THE DFARS INCORPORATED BY REFERENCE

The following DFARS clauses apply to this Order and are incorporated by reference:

DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)
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DFARS 252.203-7996	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements – Representation (Oct. 2015)
DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec. 2015)
DFARS 252.211-7003	Item Unique Identification and Valuation (Mar. 2016)
DFARS 252.222-7007	Representation Regarding Combatting Trafficking in Persons (Jan. 2015)
DFARS 252.223-7001	Hazard Warning Labels (Dec. 1991)
DFARS 252.225-7000	Buy American—Balance of Payments Program Certificate (Nov. 2014)
DFARS 252.225-7008	Restriction on Acquisition of Specialty Metals (Mar. 2013)
DFARS 252.225-7012	Preference for Certain Domestic Commodities (Feb. 2013)
DFARS 252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (June 2005)
DFARS 252.225-7020	Trade Agreements Certificate (Nov. 2014)
DFARS 252.225-7021	Trade Agreements (Oct. 2015)
DFARS 252.225-7035	Buy American—Free Trade Agreements—Balance of Payments Program Certificate (Nov. 2014)
DFARS 252.227-7013	Rights in Technical Data – Noncommercial Items (Feb. 2014)
DFARS 252.227-7015	Technical Data—Commercial Items (Feb. 2014)
DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data (June 2013)
DFARS 252.243-7001	Pricing of Contract Modifications (Dec. 1991)
DFARS 252.244-7000	Subcontracts for Commercial Items
DFARS 252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (June 2013)
DFARS 252.247-7022	Representation of Extent of Transportation By Sea (Aug. 1992)
DFARS 252.247-7023	Transportation of Supplies by Sea (Apr. 2014)

F. CONFLICTS IN THIS ORDER

In the event of a conflict between the terms and conditions in this Agreement and the terms and conditions in A-dec Purchase Order Form, the terms and conditions in this Agreement shall take precedence. In addition, if there

is a conflict between the U.S. Government clauses in this Agreement and those clauses in a negotiated agreement signed by authorized representatives of both parties, the clauses in the negotiated agreement will control and supersede those in this Agreement.

G. ADDITIONAL FLOW DOWN CLAUSES IN THIS ORDER

In addition to these FAR and DFARS Flow-Downs, the Government Prime Contracts issued to A-dec may require “Special Provisions,” including additional FAR, DFARS, or other Agency Supplemental FAR clauses, as applicable, to be incorporated by reference into this Order. A-dec may unilaterally update this Agreement and the applicable FAR and/or DFARS to the extent required by the Government Prime Contract. Any changes will be effective upon the posting of such changes on A-dec's website, and Seller is responsible for regularly reviewing and informing itself of all applicable changes or notices. Seller should refer regularly to the A-dec website to review the current terms. SELLER'S CONTINUED PROVISION OF PRODUCTS OR SERVICES AFTER A-DEC'S POSTING OF ANY CHANGES SHALL CONSTITUTE SELLER'S ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS.