



BMA, LLC  
3891 Paris St.  
Denver, CO 80239

[www.bigmetaladditive.com](http://www.bigmetaladditive.com)  
[info@bigmetaladditive.com](mailto:info@bigmetaladditive.com)

## Big Metal Additive’s Subcontractor Terms & Conditions

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## Subcontractor Code of Conduct

The success of our business is dependent on the trust and confidence we earn from our employees, customers, and shareholders. We gain credibility by adhering to our commitments, displaying honesty and integrity, and reaching company goals solely through honorable conduct.

We expect subcontractors and subcontractors to implement and adhere to their own written code of conduct, consistent with the expectations of this Big Metal Additive (BMA) Subcontractor Code of Conduct, and to flow down their principles to the subcontractors they work with in providing products and/or services. We expect subcontractors to maintain effective programs that require their employees to make ethical, value-driven choices in their business dealings, and reinforce those requirements through frequent communications.

We expect subcontractors to adhere to the BMA Subcontractor Code of Conduct throughout the time they do business with us and notify BMA of any instances where expectations are not met.

### Help and Guidance

We expect subcontractors to provide employees and third parties with access to adequate reporting channels to seek advice or raise legal or ethical concerns without fear of retaliation, including opportunities for anonymous reporting. We expect subcontractors to take action to prevent, detect, and correct retaliatory actions.

### Compliance with Laws

Subcontractors must comply with all laws and regulations applicable to their business, including the federal, state, and local laws and regulations of areas where operations are managed or services are provided.

### Anti-Corruption Laws

Subcontractors must comply with the anti-corruption laws, directives, and regulations that govern operations in the countries in which they do business, regardless of local customs, including the U.S. Foreign Corrupt Practices Act.

We expect subcontractors to conduct due diligence to prevent and detect bribery and corruption in all business arrangements, including partnerships, the engagement of contractors and sub-contractors, joint ventures, offset agreements, and hiring of third-party intermediaries, such as agents or consultants.

### Illegal or Improper Payments

Subcontractors are expected to be dedicated to ethical, fair, and vigorous competition. Subcontractors are expected to sell products and services based on their merit, superior quality,



functionality, and competitive pricing. We expect subcontractors not to offer or solicit improper payments or gratuities in connection with the purchase of goods, services or the sales of its products or services, nor will we engage or assist in unlawful boycotts of customers.

### Imports and Exports

Subcontractors must ensure that their business practices are in accordance with all applicable laws, directives, and regulations governing the import and export (including re-export) of parts, components, software, technical data, and services. Subcontractors must provide accurate and complete information and obtain authorizations where necessary.

### Payment

Subcontractors must ensure they comply with all applicable tax laws and regulations in the countries where they operate and be open and transparent with the tax authorities. Under no circumstances should subcontractors engage in deliberate illegal tax evasion or facilitate such evasion on behalf of others.

As such, subcontractors are expected to put in place effective controls to minimize the risk of tax evasion or its facilitation and provide appropriate training, support, and whistleblowing procedures to ensure their employees understand and implement them effectively and can report any concerns.

We expect subcontractors to be fair and reasonable in their payment practices and pay undisputed and valid invoices on time, in accordance with agreed contractual payment terms.

### Product & Service Safety and Quality

We expect subcontractors to comply with all laws and regulations governing product safety and quality, and to deliver products and/or services that conform to such product safety and quality standards.

We expect subcontractors to have established quality assurance processes to identify any defects and implement corrective actions.

### Packing and Shipping

We expect shall pack Goods to prevent damage and deterioration. BMA may charge subcontractor for damage to or deterioration of any Goods resulting from improper packing or packaging.

### Counterfeit Parts

We expect subcontractors to develop, implement, and maintain effective methods and processes appropriate to their products, to minimize the risk of counterfeit parts and materials being



delivered. Effective processes should be in place to detect, report, and quarantine counterfeit parts and materials and to prevent such parts from re-entering the supply chain. If counterfeit parts and/or materials are detected or suspected, subcontractors must provide immediate notification to the recipients of such counterfeit parts and/or materials.

### Product Chemical Transparency

We expect subcontractors to provide BMA up-to-date regulated chemical composition information of their products, to enable safe usage and regulatory compliance throughout the product lifecycle. We expect subcontractors to stay informed on current and emerging global chemical regulations, to ensure production continuity and compliance of others throughout the value chain.

### Environment

We expect subcontractors to conduct their business in a manner that actively manages environmental risks across their operations, products, and supply chain.

### Protecting Sensitive, Confidential, Proprietary Information, and Intellectual Property

Subcontractors must comply with all the applicable laws governing intellectual property rights assertions, including protection against unauthorized disclosure. Subcontractors must ensure that all sensitive, confidential, and proprietary information is appropriately protected in accordance with our contractual agreements, and all applicable laws and regulations.

Subcontractors may not use, disclose, or distribute BMA information for any purposes beyond the scope of their contracted work with BMA, without BMA's prior written authorization. Subcontractors must comply with applicable data privacy laws on the collection, processing, and transfer of personal data and information.

Subcontractors must protect the sensitive, confidential, and proprietary information owned by BMA and of others, including personal data/information, from unauthorized access, destruction, use, modification, and disclosure, through appropriate physical and electronic security procedures. Subcontractors shall be responsible to BMA for any breach of such obligations by any subcontractor.

### Cybersecurity

We expect subcontractors to understand the cybersecurity landscape, including requirements from BMA and Federal regulations. To protect both commercial and defense related businesses and support our operations, BMA has adopted security principles in accordance with the National Institute of Standards and Technology (NIST) Cybersecurity Framework and expects similar efforts from subcontractors to adequately protect the supply chain.



## Human Rights

We expect subcontractors to conduct their business and operations in a way that respects human rights. Subcontractors are expected to identify risks and actual adverse human rights impacts related to their activities and business relationships. Subcontractors are expected to take appropriate steps to reduce risk and ensure their operations do not contribute to human rights abuses and to remedy any adverse impacts directly caused by, or contributing to, their activities or business relationships.

## Child Labor

Subcontractors are expected to ensure that illegal child labor is not used in the performance of work. The term “child” refers to any person under the minimum legal age for employment where the work is performed, and/or the minimum working age defined by the International Labor Organization (ILO), whichever is higher.

## Anti-Human Trafficking

Subcontractors must prevent any involvement in human trafficking and forced, bonded, or indentured labor. All work should be voluntary on the part of the employee.

We expect subcontractors to provide all employees with a written contract in a language that the employee understands clearly indicating their rights and responsibilities regarding wages, working hours, benefits, and other working and employment conditions. Subcontractors must not charge employees fees, recruitment costs, or deposits, directly or indirectly, as a precondition of work.

Subcontractors must respect the right of workers to terminate their employment after reasonable notice and to receive all owed salary.

## Health and Safety

We expect subcontractors to establish appropriate workplace safety policies and processes to ensure compliance with applicable safety and health laws and regulations; to protect the health, safety, and welfare of employees, contractors, visitors, and others who may be affected by the subcontractor’s activities; and to strive to eliminate fatalities, work-related injuries, and exposure of individuals to safety hazards. Subcontractors must ensure that each employee’s performance and safety is not impaired by alcohol, controlled substances, or drugs, whether legal or illegal.

## Corporate Recordkeeping

We expect subcontractors to create, retain, and dispose of company records as part of their normal course of business in compliance with all policies and guidelines, as well as all regulatory and legal requirements. Records shall remain legible, readily available, and retrievable for a



period of 10 years after the final payment of that line item unless extended record retention requirements are specified elsewhere.

All corporate records must be true, accurate, and complete, and company data must be promptly and accurately entered in their books in accordance with applicable accounting principles.

Subcontractors must not improperly influence, manipulate, or mislead any audit, nor interfere with any auditor engaged to perform an internal independent audit of company books, records, processes, or internal controls.

### Additional Requirements and Flowdowns

#### GOVERNMENT OR OTHER CUSTOMER CLAUSES

In addition to the requirements applicable to the Contract as set forth in the Purchase Order, the following clauses apply to the Contract to the extent indicated below. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

#### PACKING AND SHIPPING

Seller shall pack Goods to prevent damage and deterioration. Buyer may charge Seller for damage to or deterioration of any Goods resulting from improper packing or packaging. If this Contract specifies FOB destination (place of delivery), then in addition to any other shipping instructions, Seller shall forward Goods freight prepaid. Non-conforming shipments are subject to rejection and repackaging at Seller's expense.

#### FOREIGN OBJECT DEBRIS/FOREIGN OBJECT DAMAGE (FOD) PREVENTION

Seller is required to establish and maintain a FOD prevention program in compliance with AS/EN/SJAC 9146 Foreign Object Damage (FOD) Prevention Program – Requirements for Aviation, Space, and Defense Organizations. Aerospace standards such as AS9146 can be obtained from SAE International at <http://standards.sae.org/>

#### CONTROL OF NONCONFORMING PRODUCT

Seller shall document, and process nonconforming goods as described below and in accordance with Seller's quality system procedures. In the event of a conflict or inconsistency between this requirement and other control of nonconforming product requirements, the requirement in this clause shall take precedence.

1. If goods are nonconforming to Buyer's design requirement (e.g., Drawing, Performance Specification or Source / Specification Control Drawing characteristics) and disposition would be "Use-As-Is" or "Repair", then Seller shall document conditions on Seller's nonconformance record as specified below and submit to Buyer's Authorized Procurement Representative to obtain Buyer's disposition. Note: If goods are nonconforming to only Seller's design



characteristics, then Seller shall document and process in accordance with Seller's quality system procedures.

2. Seller shall promptly notify Buyer's Authorized Procurement Representative if Seller knows or suspects that nonconforming goods may have been delivered. Seller's submittal to obtain Buyer's disposition shall include at minimum, the following information:

- A. Part number, nomenclature, serial/lot number(s) and quantity of nonconforming item(s).
- B. Applicable Buyer's contract number, line item number
- C. Reference to drawing and / or specification, including revision
- D. Complete description and location of nonconformance, including; actual condition, design (drawing/spec) requirement and tolerance, location of nonconformance (drawing sheet, zone, view, distance from datum, etc.)
- E. Statement of whether or not condition exists on previously shipped goods.
- F. Recommended disposition (if Use-As-Is; include technical rationale to support the recommendation)

#### COUNTERFEIT PARTS PREVENTION

a. Seller shall not furnish Counterfeit Parts, which defined as unauthorized copies, imitation, substitute or modified parts (e.g. materials, parts, components, subassemblies) which are misrepresented as a specified genuine part(s) of an original or authorized manufacturer.

Counterfeit Parts can include, but are not limited to, the false identification of marking or labeling, grade, serial number, lot number, date code, documentation or performance characteristics, including used parts represented as new. Counterfeit and Suspect Counterfeit Parts shall be deemed nonconforming to this Contract. A Suspect Counterfeit Part is a part for which there is objective and credible evidence indicating that it is likely counterfeit.

b. Seller shall plan, implement and control processes appropriate to the organization and the products for the prevention of Counterfeit or Suspect Counterfeit Part use and their inclusion in Goods. Seller's Counterfeit Parts prevention processes shall address the following:

- (i) Training of appropriate persons in the awareness and prevention of Counterfeit Parts;
- (ii) Application of a parts obsolescence monitoring program;
- (iii) Controls for acquiring externally provided product from original or authorized manufacturers, authorized distributors, or other approved sources;
- (iv) Requirements for assuring traceability of parts and components to their original or authorized manufacturers;
- (v) Verification and test methodologies to detect counterfeit parts;
- (vi) Monitoring of counterfeit parts reporting from external sources;

c. If Seller becomes aware or suspects that it has furnished Counterfeit or Suspect Counterfeit Parts to Buyer, Seller promptly, but in no case later than thirty (30) days from discovery, shall notify Buyer and replace, at Seller's expense, such Counterfeit Parts or Suspect Counterfeit Parts



with Goods that conform to the requirements of this Contract. Seller shall be liable for all costs related to the delivery or replacement of Counterfeit Parts or Suspect Counterfeit Parts, including any testing or validation costs necessitated by the installation of Goods in replacement of Counterfeit Parts or Suspect Counterfeit Parts.

d. Seller bears responsibility for procuring authentic parts or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this Article. Seller shall include the substance of this Article, including this flowdown requirement, in all subcontracts awarded by Seller for work under this Contract.

## RECORDS

Seller and Seller's Subcontractors shall maintain records, documented information, that demonstrate conformance to requirements (including certificates of conformance), and shall make such records available on a timely basis to Buyer, Buyer's Customers or Regulatory Agencies, upon request. Records shall remain legible, readily available, and retrievable for a Period of 10 years after the final payment of that line item unless extended record retention requirements are specified elsewhere in this contract or attachments (e.g. Flight Safety / Critical Item drawings, specifications, Customer Contract requirements). Buyer may request delivery of such records at no additional cost.

## PROCESS AND MATERIAL SPECIFICATIONS

Seller shall comply with Process and/or Material Specifications as set forth in this contract and shall, at a minimum, update the specifications to the latest revisions, as set forth in PSDS, at the beginning of each calendar year; provided that such update is made at no additional cost to the Buyer. If any update may have a cost/price or schedule impact, the Seller must submit a proposal for such cost/price or schedule impact to the Buyer's Authorized Purchasing Representative. Seller shall not incorporate any such change before receiving direction of the Buyer's Authorized Purchasing Representative.

## RAW MATERIAL RISK MITIGATION

Upon request by Buyer's Authorized Procurement Representative, Seller shall provide documentation verifying protection against raw material market price and lead-time variability. Such documentation shall cover all raw material types required to build the Goods in this Contract. The documentation may be in the form of packing slips, invoices, long term contract, written pricing and availability assurance from mills, available stock on hand, or other substantive documentation.

## MATERIAL SUBSTITUTION PROHIBITION

A. Unauthorized Material Substitution (General) Unauthorized material substitutions are not permitted on Buyer's Goods. Unauthorized material substitution includes any deviation from





the engineering definition of a raw material. Engineering definition includes Buyer design drawing and applicable specifications, product specification, form, size, shape, chemistry, melt method, origin, temper/condition, product testing or surface finish. Alternate materials specified in the engineering definition (and often described as approved material substitutions therein) do not constitute unauthorized material substitution. Terms and definitions for metallic materials and processing used herein are clarified in ARP1917. Contact Buyer's Authorized Procurement Representative for details regarding deviations to authorized materials. Seller agrees and understands that such deviations only apply to this purchase contract, and only as indicated in the Buyer's authorized document.

#### B. Metallic Materials (Specific)

- Temper or Condition Conversion - Unless specifically authorized by the engineering definition, conversion of a raw material (i.e. heat treat to change the temper or condition of the material) constitutes material substitution of the condition provided by the manufacturer. Metallic Raw
- Materials – Buyer's engineering drawings may refer to obsolete or superseded specifications covering several forms, thicknesses, widths, etc. of the alloy or alloys. The required characteristics of these materials are defined not only by the objective test standards of the specification, but by the processes/methods by which this final form is achieved. These requirements are often captured in the definitions of the required material forms, and may not be explicitly called out in the detailed requirements. The raw material certification results from both the process used to make it and the tests to verify basic properties.
- Seller shall ensure that metallic materials covered by current or obsolete/superseded specifications are produced using the standard industry practices designed strictly for the production of stock to the specified thickness, diameter, width or cross sectional area, achieved by thermomechanical processing or casting process. Chemical, electrochemical and mechanical methods used for the removal of surface scale or contamination, BDS Terms and Conditions Guide Clause Number: D607 or the production of the required surface finish, in accordance with the material specification are acceptable. Raw material must not be re-certified with respect to thickness, diameter, width or cross sectional area or product form. Machining or cutting of thicker product or other product forms shall not be supplied in lieu of specified product unless specifically authorized by Buyer. Raw material certifications for material or parts shall reflect the form and size of the raw material as originally manufactured by the raw material producer.

C. Specification Supersession: For government specifications and standards canceled after June 1994, Seller and subcontractors at all tiers shall use the last active revision of the



canceled specification and standard until an acceptable replacement is included in the requirements of this Contract. Contact the Buyer's Authorized Procurement Representative in the event of any inconsistency in applicable specification or standard.

D. Reports (Full Pedigree from melt to final product) - Raw material certifications shall show clear traceability to the manufacturer(s) of the raw material including ingot source, all thermo-mechanical processing (i.e. forging, rolling, drawing, etc), heat treatment, chemical processing and inspections as required by applicable raw material specification requirements.

E. Chain of Custody (Disguising intermediate ownership) – Subcontractors shall not disguise the pedigree of material or chain of ownership by removal of a previous subcontractor's name, nomenclature or identification.

F. Source of Additional Information - Addition information and guidance may be found through Buyer's Subcontractor Portal or Buyer's Authorized Procurement Representative.

G. The substance of this Article shall be flowed in all subcontracts at every tier.

#### SELLER'S NOTICE OF DISCREPANCIES

Seller shall promptly notify Buyer in writing when discrepancies in Seller's process, including any violation of or deviation from Seller's approved inspection/quality control system, or Goods are discovered or suspected regarding Goods delivered or to be delivered under this Contract, including the quantity and specific identity of any impacted Goods.

#### UTILIZATION OF SMALL BUSINESS CONCERNS

Seller agrees to actively seek out and provide the maximum practicable opportunities for small businesses, small disadvantaged businesses, women-owned small businesses, minority business enterprises, historically black colleges and universities and minority institutions, Historically Underutilized Business Zone small business concerns and U.S. Veteran and Service-Disabled Veteran Owned small business concerns to participate in the subcontracts Seller awards to the fullest extent consistent with the efficient performance of this Contract.

#### TRADE CONTROL COMPLIANCE

a. The Parties shall comply with all export and import laws, regulations, decrees, orders, and policies of the United States Government and the Government of any country in which the Parties conduct business pursuant to this Contract, including but not limited to the Export Administration Regulations ("EAR") of the U.S. Department of Commerce, the International Traffic in Arms Regulations ("ITAR") of the U.S. Department of State, the U.S. Customs & Border Protection Regulations, the Harmonized Tariff Schedule, and the antiboycott and embargo regulations and guidelines as set forth in the EAR and in the U.S. Department of the Treasury, Office of Foreign Assets Control (collectively, "Trade Control Laws").



b. Seller shall control the disclosure of, and access to, controlled items or technical data provided by Buyer related to performance of this Contract in compliance with all applicable Trade Control Laws. Seller shall not transfer (to include transfer to foreign persons employed by or associated with, or under contract to Seller, or Seller's sub-tier subcontractors or Seller's non-U.S. subsidiaries) any export controlled item, data or services, without providing advance notice to Buyer and obtaining the requisite export and/or import authority.

c. Subject to applicable Trade Control Laws, Seller shall provide Buyer with the export control classification of any commodity or technology including software.

d. Seller represents that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Laws. A copy of process control documents and other documents reasonably requested by Buyer related to Seller's compliance with applicable Trade Control Laws shall be made available to Buyer upon request.

e. Seller shall promptly notify Buyer if Seller is, or becomes, listed in any Denied Parties List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any Governmental entity.

f. Seller shall timely inform Buyer of any actual or alleged violations of any applicable Trade Control Laws, including any suits, actions, proceedings, notices, citations, inquiries, or other communications from any government agency concerning any actual or alleged violations, in Seller's performance under this Contract and shall comply with all reasonable requests from Buyer for information regarding any such violations.

g. Seller shall incorporate into any contracts with its sub-tier suppliers obligations no less restrictive than those set forth in this Article requiring compliance with all applicable Trade Control Laws.

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provide d by Kaspersky Lab and Other Covered Entities (NOV 2021). In paragraph (c)(1), the term "Government" means "Government or Buyer" and the term "Contracting Officer" means "Buyer." All reporting required by paragraph (c) shall be reported through Buyer. Seller shall report the information in paragraph (c)(2) to Buyer.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021). Paragraph (b)(2) is deleted. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Seller is notified of such by a



subcontractor at any tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email.”

52.211-5 Material Requirements (AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.

52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016). Seller shall submit the information required by paragraph (c) (1) annually to Buyer by October 15th during each year of contract performance, and at the end of contract performance.

52.225-13 Restriction on Certain Foreign Purchases (FEB 2021).

252.204-7018 Prohibition of the Acquisition of Covered Defense Telecommunications Equipment or Services (JAN 2021). In paragraph (d), all required reporting shall be to Buyer.

252.209-7010 Critical Safety Items (AUG 2011). The second sentence in paragraph (b) is deleted and replaced with the following: Items delivered under the Contract are considered critical safety items if they have previously been designated as critical safety items under a prior contract. Paragraph (c) is deleted replaced with the following: Heightened quality assurance surveillance. Items considered critical safety items in accordance with paragraph (b) of this clause are subject to heightened, risk-based surveillance by Buyer and/or the Government.

252.223-7003 Change in Place of Performance-Ammunition and Explosives (DEC 1991). The clause is revised as follows: (a) Seller shall identify in their offer, the place of performance of all ammunition and explosives work that would be covered by 252.223- 7002. Failure to furnish this information with the offer may result in rejection of the offer. (b) Seller agrees not to change the place of performance of any portion of the offer that would be covered by 252.223-7002 after the date set for receipt of offers without the written approval of the Contracting Officer, which shall be obtained through Buyer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance. (c) If a contract results from this offer, Seller agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer, which shall be obtained through Buyer.

252.223-7008 Prohibition of Hexavalent Chromium (JUN 2013). The term "Contracting Officer" means “Buyer.”



252.225-7001 Buy American and Balance of Payments Program (JUN 2022). In paragraph (c), the phrase "in the Buy American Balance of Payments Program Certificate provision of the solicitation" is deleted and the word "certified" is deleted and replaced with the word "specified."

252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies. (DEC 2018). This clause applies if the Contract is for items covered by the United States Munitions List or the 600 series of the Commerce Control List.

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (DEC 2019). Paragraphs (d) and (e)(1) of this clause are excluded. In paragraph (e)(2), the term "Government" means "Buyer." Paragraph (c) (6) is revised as follows: (c) (6) End items of the prime contract containing a minimal amount of otherwise noncompliant specialty metals (i.e., specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in that end item. This exception does not apply to high performance magnets containing specialty metals. If the Seller will furnish goods that contain otherwise noncompliant specialty metals (i.e., specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), then Seller shall disclose to Buyer (i) the total weight of all specialty metals in each of the goods of this contract, and (ii) the total weight of the noncompliant specialty metals in each of those goods. In the calculation of total weight of noncompliant specialty metals in each of the goods, exclude the weight of specialty metals covered by other exemptions in this paragraph (c).

252.225-7011 Restriction on Acquisition of Supercomputers (JUN 2005).

252.225-7012 Preference for Certain Domestic Commodities (APR 2022).

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2011). This clause does not apply to contracts for commercial items or items that do not contain ball or roller bearings.

252.225-7025 Restriction on Acquisition of Forgings (DEC 2009). This clause applies if the Contract is for forging items or for other items that contain forging items.

252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (DEC 2006).



252.225-7036 Buy American- Free Trade Agreements-Balance of Payments Program- Basic (JUN 2022). In paragraph (c), the phrase "in the Buy American-Free Trade Agreements-Balance of Payments Program Certificate-Basic provision of the solicitation" is deleted, and the word "certified" is deleted and replaced with the word "specified."

252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (OCT 2020). This clause applies if the contract is for items containing a covered material, unless an exception in paragraph (c) applies.

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

252.246-7003 Notification of Potential Safety Issues (JUN 2013). This clause applies if this subcontract is for: (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies and parts integral to a system. The notification required by paragraph (c) of this clause will be provided to Buyer.

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (AUG 2016). This clause applies if the Contract is for electronic parts or assemblies containing electronic parts or for contracts for the performance of authentication testing. The term "Contractor" means "Buyer" in the first sentence. In paragraph (c)(6), "Contracting Officer" means "Buyer." The introductory text at the beginning of the clause is deleted and only paragraphs (a) through (e) apply.

252.246-7008 Sources of Electronic Parts (MAY 2018). This clause applies if the Contract is for electronic parts or assemblies containing electronics parts, unless Seller is the original manufacturer of the electronic parts. The term "Contractor" means "Seller" and the term "subcontractor" means "Seller's lower-tier suppliers." In paragraph (b)(3)(ii)(A), the term "Contracting Officer" means "Buyer's Authorized Procurement Representative." Seller's notification shall include, at a minimum, identification of the electronic parts being procured, identification of Seller's lower-tier supplier providing such electronic parts, Seller's rationale on acceptability of procuring such parts (including risk mitigation), and identification of the product using such parts (by lot or serial numbers).

#### ORDER OF PRECEDENCE

In the event of a conflict associated with the date version of any Federal Acquisition Regulation (FAR) or Defense Federal Acquisition Regulation Supplement (DFARS) clause(s) applicable to this Contract, the date of the clause(s) included in the applicable customer-specific CCR document shall control.