Whitworth Tool Inc. - STANDARD TERMS AND CONDITIONS

- I. Requirements 1-15 (Section I) apply to all Whitworth Tool Inc. Purchase Orders (unless otherwise stated on the Whitworth Tool Purchase Order). All other requirements will be noted on the Whitworth Tool Inc. Purchase Order by the Applicable Number.
- 1. **Flow Down Requirements** All requirements specified in Whitworth Tool Inc.'s Purchase Order Clauses 1-15 and the applicable Product Specific/Customer Specific clauses shall be flowed down to sub-tier suppliers.
- 2. Right of Entry /Inspection at Vendor/Contractor Premises Whitworth Tool Inc., Whitworth Tool Inc.'s customers and their customers or any applicable regulatory agency shall have the right of access to all facilities involved in the order at any level of the supply chain and to all applicable records. In addition, Whitworth Tool Inc. and the above mentioned reserves the right to inspect, verify and audit at the vendor/subcontractor's premises. Verification by the customer shall not absolve the supplier of the responsibility to provide acceptable product, nor shall it preclude subsequent rejection by the customer.
- 3. **Quality System** The supplier shall maintain a Quality Management System meeting the requirements of the ISO 9001:2015 standard unless otherwise agreed to by Whitworth Tool Inc. For example, Whitworth Tool may require some vendors to be AS9100 certified and possibly NADCAP certified. The supplier shall control sub-tier procurements to the extent necessary to ensure conformance to the quality requirements of the purchase order.
- 4. **Notification of Nonconforming Product** The supplier shall immediately notify Whitworth Tool Inc. when it is suspected or known that nonconforming material has been produced or delivered. The notification must include a clear description of the actual or suspected nonconformance.
- 5. **Disposition of Nonconforming Product** The Supplier must obtain Whitworth Tool Inc.'s approval for nonconforming product disposition.
- 6. **Changes in Product, Processes, Suppliers, Manufacturing Location** The supplier shall notify Whitworth Tool Inc. of any changes in product or process definition, suppliers, or location of the manufacturing facility and obtain Whitworth Tool Inc.'s approval.
- 7. **Use of Customer Approved Special Process Sources** The supplier shall use and direct sub-tier suppliers to use Whitworth Tool Inc.'s or Whitworth Tool Inc.'s customer's designated suppliers as instructed on Whitworth Tool Inc.'s purchase order.
- 8. **Packaging and Preservation** The supplier shall ensure that packaging and preservation is adequate to prevent damage or deterioration during shipment to Whitworth Tool Inc. including FOD where applicable.
- 9. Records Supplier shall retain and maintain quality records associated with product shipped to Whitworth Tool Inc. from deterioration for a minimum of ten years unless otherwise specified by purchase order. Unless otherwise specified on this purchase order, supplier shall submit a copy of inspection records (reports) with each shipment. The reports shall include but not limited to, part number, drawing number and revision, description of part, P.O. number, date of inspection, lot size method of inspection, characteristic inspected and actual dimensions.
- 10. **Hazardous Material** The supplier shall furnish applicable Safety Data Sheets for products designated by industry, state, or federal agencies as hazardous materials.
- 11. Confidentiality of Information Except as required by law, no public release of any information, confirmation or denial of the subject matter of this purchase order shall be made without prior written authorization by Whitworth Tool Inc. or its customer. Access to the information contained in this order shall be provided only to employees or suppliers "with the need to know" (for the performance of this order) and who are under obligation to hold such information in confidence. Whitworth Tool (WT) fully complies with all U.S. export control regulations, including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). WT has implemented an Export Management and Compliance Program, which safeguards all restricted technical data, product, software or technology from illegal export as per the ITAR, EAR, and the Office of Foreign Asset Controls (OFAC). In accepting this Purchase Order, you, as our supplier, agree to adhere to the rules and requirements of these U.S. Export regulations.
- 12. **Notification of Inability to Ship** The supplier shall notify Whitworth Tool Inc. as soon as it has been determined that supplier is not able to ship as specified.
- 13. **Exact Quantity** Shipment must equal exact amount ordered unless otherwise agreed to in writing by Whitworth Tool Inc.

- 14. **Inspection and Acceptance** Final inspection and acceptance will be at Whitworth Tool Inc.'s facility. Acceptance of the material at the time of delivery by Whitworth Tool Inc. does not relieve the seller of responsibility if the product is found to be defective at a later date.
- 15. **Proprietary** Purchased items are proprietary to Whitworth Tool Inc. and/or its' customer(s) and may not be manufactured for requirement other than Whitworth Tool Inc. and/or its' customer(s) without the specific written permission of the buyer.

Please see additional **product related** quality requirements below. (Section II).

- II. Additional product-specific requirements.
- 16. a. Certificate of Analysis for Commercial/Industrial Customers Raw Material: A validated report must accompany all shipments made against this purchase order. The report must indicate the percentage of each element that makes up the chemical composition and mechanical properties of all raw materials (actual results or ranges, not just specification limits). The report shall specifically identify the material by indicating the heat, lot, batch, melt or other similar designations traceable to the mill/foundry, as well as the applicable specification, revision, and purchase order.
 - b. Certificate of Analysis for Government Customers Raw Material: For procurement of material for military or government use, a manufacturer certification to a specified military or aerospace specification or standard (or similar) may be required. This documentation should contain, at a minimum, the manufacturer, distributor, distributor purchase order number, part number, quantity, and date and/or lot and/or heat codes (if applicable) of each quantity of a commodity supplied. The documentation must indicate the percentage of each element that makes up the chemical composition and mechanical properties of all raw materials (actual results or ranges, not just specification limits). When unique item level traceability is required, the same information should be provided for each single instance of an item being supplied with a unique item identifier. Additional information, as required by governing specifications, may also be provided. A copy of this document should accompany shipment of material to the end customer and, for material procured through authorized distributors, should be accompanied by a certificate of conformance (or quality compliance) showing proper supply chain traceability.
- 17. Domestic Specialty Metals Raw materials shall not be procured from foreign agencies or produced in non-domestic mills unless previously approved by Whitworth Tool Inc. Specialty Metals identified in DFARS Clause 252.225-7014 will be melted in the United States, its possessions, or Puerto Rico. If for any of the reasons listed in the DFARS Specialty metal must be sourced outside the United States follow the guidelines listed in the DFARS this change must be approved by Whitworth Tool Inc. prior to shipment. If approval is granted, an independent outside laboratory analysis may be required.
- 18. **Segregation of Product** Raw materials must be supplied in single heat lots only. Supplier must obtain approval from Whitworth Tool Inc. prior to shipping multiple heat lots. If permission is granted, the material must be shipped in separate, clearly identified containers, bundles or skids. The supplier shall not mix material of any type. Material of different type, thickness, etc., must be shipped clearly identified and separate containers, bundles, or skids.
- 19. **a. General Certificate of Conformance** The Supplier shall submit a general Certificate of Conformance attesting that all materials, processes and services required by the purchase order comply with all identified specifications, standards and drawings. Certifications shall, at a minimum, indicate: The purchase order number, the part number and revision level, name and location of sellers facility, quantity shipped, date of manufacture. Expiration date for time sensitive items/material, material lot traceability (if required), name title, signature and date of sellers quality assurance representative.
 - b. Certificate of Conformance (COC): A COC is required for military standard and commercial items, supported by inspection and test data, material analyses, or certification from the raw material producer or processor, and shall be made available to the government for specifications covering raw material, processed material, and processes. The contractor shall make the COC available to the government prior to or with the request to perform acceptance inspection approval by the government. This is in addition to, and not in lieu of, any rights of the government under contract or law. A COC may be used as an element incident to, but shall not be used as the sole basis for, government

acceptance of contract item(s) unless so indicated in the technical documentation or contract. As a minimum, the COC shall contain the following:

- 1) Name of company and date
- 2) Contract number or purchase order number, national stock number, and drawing number.
- 3) Complete nomenclature of supplies together with lot number or other identification. The Quantity in each lot or shipment shall be given.
- 4) A statement, as follows, certifying that the material meets all requirements of the contract:

"The undersigned, individually and as the authorized representative of the contractor, warrants and represents that all the information supplied above is true and accurate, the material covered by this certificate conforms to all contract requirements (including but not limited to the drawings and specifications), the analyses appearing herein are true and accurate analyses, and this certificate is made for the purpose of inducing payment and with knowledge that the information and certification may be used as a basis for such payment.

- 5) Signature and title of certifying official.
- 20. **Required Test Specimens** The supplier shall provide test coupons or specimens as requested by Whitworth Tool Inc.'s purchase order.
- 21. **a. Certified Test Report (CTR)** The supplier shall perform or obtain tests and/or inspections and provide the resulting data to Whitworth Tool Inc. prior to shipment or with shipment of the product, as instructed on Whitworth Tool Inc.'s purchase order.

Heat Treat Certificates shall include: The data shall be reported in accordance with the heat treater's documented procedures and traceable to the heat treat control number(s). The report shall include: purchase order number, part number or product identification, alloy, temper/strength designation, quantity of parts in the shipment, identification of furnace(s) used, actual thermal processing times and temperatures used and the actual result.

- b. Certified Test Report (CTR) Government: The contractor shall make available to the government a CTR for each lot of parts, assemblies, subsystems, and systems by lot number prior to acceptance. This CTR is in addition to, and not in lieu of, any rights of the government under contract or law. A CTR may be used as an element incident to, but shall not be used as the sole basis for, government acceptance of the contract item(s) unless so indicated in the technical documentation or contract. As a minimum, the CTR shall contain the following:
- 1) Name of company and date.
- 2) Contract number or purchase order number, national stock number, and drawing number.
- 3) Complete nomenclature of supplies together with lot number or other identification. The quantity in each lot or shipment shall be given.
- 4) All inspections and tests required by contract (I.E., material, processes, performance, functional, etc.) shall be recorded in CTR's. Theses CTR's shall identify each lot submitted for acceptance by lot number, the specification or drawing, revision and date, grade or type as applicable, number of specimens tested, specified characteristics and requirements, and actual results obtained.
- 5) Reports of the raw material producer's chemical, mechanical, and physical analyses.
- A statement, as follows, certifying that the material meets all requirements of the contract: "The undersigned, individually, and as the authorized representative of the contractor, warrants and represents that all the information supplied above is true and accurate. The material covered by this certificate conforms to all contract requirements (including but not limited to the drawings and specifications). The inspection and test results and the analyses appearing herein are true and accurate, and this certificate is made for the purpose of inducing payment and with knowledge that the information and certification may be used as a basis for payment."

 Signature and title of certifying official.
- 22. **Inspections** A dimensional inspection report is required. Report shall include, but is not limited to, part number, drawing number and revision, description of part, P.O. number, date of inspection, lot size, method of inspection, characteristic inspected and actual dimension.
- 23. **Inspections** First Article or PPAP is required. Seller shall not commence manufacturing production quantities until the first article has been approved in writing by the buyer.
- 24. Calibration Services Calibration certificate traceable to NIST.
- 25. **Chemicals & Materials with Limited Shelf Life** Supplier shall submit a Safety Data Sheet with the shipment of chemicals. If material has limited shelf life, a Certificate of Conformance with the following information is required:

- Reference to the Whitworth Tool Inc. Purchase Order and line item number
- Identifying nomenclature such as item name, part number, revision, serial numbers
 - 1. Date of manufacture
 - 2. Batch and/or lot numbers
 - 3. Date of expiration
 - 4. Any special storage conditions for the material
- Manufacturer's name (If not supplier)
- Quantity Shipped

Upon shipment, remaining shelf life of the material shall meet the minimum shelf life specified on Whitworth Tool Inc.'s purchase order. If no minimum shelf life is specified, ¾ of the shelf life shall be remaining on the material.

- 26. Counterfeit Parts and Prevention Plan Vendor shall establish and maintain a prevention and control plan for counterfeit parts and material using industry standards AS6174 and AS5553 as guidelines. The purpose of the plan shall be to prevent the delivery of counterfeit parts and material, and control parts and material identified as counterfeit.
- 27. **Vendor Furnished Material** Material to be furnished by the seller and certified to the applicable specifications. Material must conform to the drawings and specifications indicated. Any substitutions must be approved in writing by the buyer.
- 28. **Completeness** Manufactured goods or services shall be complete in accordance with the drawings or specifications indicated, unless specifically noted on this purchase order.
- 29. **Documents** Manufacturing or services to be performed by the seller shall be in accordance with documents and/or drawings supplied by Whitworth Tool or other specifications indicated on the Purchase Order.
- 30. Awareness Please ensure that your company employees are aware of:
 - Their contribution to product or service conformity;
 - Their contribution to product safety;
 - The importance of ethical behavior.

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Please see additional customer-specific quality requirements below (Section III).

III. Additional customer-specific requirements.

- 31. P & W ASQR-01, PWA -300 & Pratt Whitney Code of Conduct & Ethics (https://prattwhitney.com/company/doing-business-with-us). Paperwork accompanying shipments must state "For Pratt & Whitney End Use" or "MCL F-23"
- 32. GEAE specifications S 1000
- 33. AS9100
- 34. P&W ASQR-7.5, Control of Software
- 35. UTCQR-09.1/AS9103
- 36. Counterfeit Parts control shall be IAW SAE AS6174 and DFARS 252.246-7007.
- 37. **Mechanical/Chemical Test Report** Raw Material: A validated report must accompany all shipments made against this purchase order. The report must indicate the percentage of each element that makes up the chemical composition and mechanical properties of all raw materials (actual results or ranges, not just specification limits). The report shall specifically identify the material by indicating the heat, lot, batch, melt or other similar designations traceable to the mill/foundry, as well as the applicable specification, revision, and purchase order. A laboratory approved as per the following specifications shall generate the report:
 - a. P&W LCS per M.C.L. Manual Section F-17
 - b. GE Material -S-400 or S-450
 - c. P&W ASQR-01 Form 4 Required
- 38. **Calibration System** The supplier as a minimum shall meet and maintain a calibration system in conformance with **a.** MIL-STD-120, **b.** MIL-STD-45662, **c.** ISO9001:2015/AS9100, **d.** ISO 10012-1 **e.** ANSI Z540-1 and/or PWA MCL Manual Sectin F-22. Other
- 39. **Outside Calibration Services** Outside calibration services certification(s) shall state the following: Accuracy, Range of Use, number of points to be checked encompassing the range, and traceability to NIST. Certifications shall also state

- that individuals performing calibrations shall maintain annual certifications of near vision that is compliant with Snellen 14/18 (20/25), Jaeger 2 at not less than 12 inches and normal color perception.
- 40. **First Article** The supplier shall submit a copy of the First Article Inspection Report, in accordance with AS9102, consisting of complete dimensional data, special process, functional test results and 100% acceptance to the specifications per the purchase order. Changes to the process, after FAI acceptance, without written notification and approval by Whitworth Tool Inc. and/or Whitworth Tool Inc.'s customer are prohibited.
- 41. **Serialization** All items are to be individually serialized. The serial number shall consist of an alpha prefix, assigned by Whitworth Tool Inc.'s quality department and, a non-repetitive number. Supplier is required to contact Whitworth Tool Inc.'s quality department for assignment of an alpha code if this quality requirement is called out, and one has not been previously assigned.
- 42. **Special Process Certification** Certification for all special processes and non-destructive inspections performed on deliverable product shall accompany each shipment to Whitworth Tool Inc. The certification shall identify the processor, the process used, and the controlling specification/revision, where testing or measurements are required (e.g. coating thickness), the results of testing shall also be included. The report shall also include the part number, revision letter, and serial numbers affected. This certification shall be signed by an authorized representative of the supplier quality management and shall contain confirmation that personnel performing special processes are qualified.
- 43. **National Defense Use** This is a rated order certified for National Defense Use. Vendor is required to observe and perform all the following provisions of the Defense Priorities and Allocation System (D.P.A.S.) regulations. Please contact Whitworth Tool to verify the applicable contract rating.
- 44. **On Site Source Requirement** The following representative is/are required to perform Source inspection at the supplier's facility, on supplier's product prior to shipment of all deliverable goods:
 - a. Whitworth Tool Inc.
 - b. Whitworth Tool Inc.'s Customer
 - c. United States Government
- 45. **Preservation and Packaging** Packaging and preservation shall be in a manner affording adequate physical protection from damage while providing FOD protection during normal handling and shipping, or in accordance with the following: **a.** Pratt & Whitney Specification POP 1614 **b.** MII-STD-2073-1, Part 1 & 2c **c.** ASTM D 3951 (Standard Practice for Commercial Packaging)
- 46. **Inspection System Requirements** The seller shall provide and maintain an inspection system for supplies or services covered by this order. The inspection system shall comply with MIL-I-45208A.
- 47. EQUAL EMPLOYMENT OPPORTUNITIES FOR VETERANS AND PERSONS WITH DISABILITIES Buyer, Seller and Seller's subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- 48. Provisions Incorporated Herein by Reference
 - a. 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012) DFARS
 - b. 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITIONS AND EXPLOSIVES (MAY 1994) DFARS (252.223.370-4)
 - C. 252.223-7003 CHANGE IN PLACE OF PERFORMANCE AMMUNITIONS AND EXPLOSIVES (DEC 1991)
 DEARS
 - d. 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999) DFARS
 - e. 52.245-01 GOVERNMENT PROPERTY (APR 2012) FAR
 - f. 52.245-01 GOVERNMENT PROPERTY (APR 2012), ALT I (APR 2012) FAR
 - g. 52.245-09 USE AND CHARGES (APR 2012) FAR

- h. 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012) DFARS
- i. 252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012) DFARS
- j. 252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)
 DFARS
- k. 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAR 2015) DFARS
- 252.247-7024 NOTIFICATION OF TRANSFORMATION OF SUPPLIES BY SEA (MAR 2000) DFARS
- m. 52.202-01 DEFINITIONS (NOV 2013) FAR
- n. 52.203-03 GRATUITIES (APR 1984) FAR
- O. 52.203-05 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR
- p. 52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) FAR
- q. 52.203-07 ANTI-KICKBACK PROCEDURES (MAY 2014) FAR
- r. 52.203-08 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR
- S. 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR
- t. 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) FAR
- U. 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS
- V. 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE –CONTRACT-RELATED FELONIES (DEC 2008) DFARS
- W. 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
 DFARS
- X. 252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (OCT 2015) DFARS
- y. 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR
- Z. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013) FAR
- aa. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) FAR
- bb. 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015) FAR
- CC. 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2015) FAR
- dd. 252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013) DFARS
- ee. 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS
- ff. 252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014) DFARS
- gg. 252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (FEB 2014)
 DFARS
- hh. 252.205-7000 PROVISION OF INFORMATION TO COOPERATE AGREEMENT HOLDERS (DEC 1991)

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- ii. 52.209-01 QUALIFICATION REQUIREMENTS (FB 1995) FAR
- jj. 52.209-03 FIRST ARTICLE APPROVAL CONTRACTOR TESTING (SEP 1989) FAR
- kk. 52.209-03 first article approval contractor testing (sep 1989), alt i (jan 1997) far
- II. 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (AUG 2013) FAR
- mm. 52.209-09 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) FAR

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- nn. 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2014) DFARS
- 00. 52.209-9013 COMPONENT QUALIFIED PRODUCTS LIST (QPL)/QUALIFIED MANUFACTURERS LIST (QML) (NOV 2011) DLAD
- pp. 52.209-9017 FIRST ARTICLE CONTRACTOR TESTING ADDITIONAL REQUIREMENTS (AUG 2014)
 DLAD
- qq. 52.209-9019 REQUESTS FOR WAIVER OF FIRST ARTICLE TESTING REQUIREMENTS (SEP 2008) DLAD
- rr. 52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR
- SS. 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS
- tt. 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012) DFARS
- uu. 52.211--9019 REDUCED DELIVERY SCHEDULE APPLIES WHEN FIRST ARTICLE TESTING REQUIREMENTS ARE WAIVED (SEP 2008) DLAD
- VV. 52.211-9052 NOTIFICATION TO GOVERNMENT OF AND CONTEMPLATED PRODUCTION PHASE-OUT (NOV 2011) DLAD
- WW. 52.215-02 AUDIT AND RECORDS NEGOTIATION (OCT 2010) FAR
- XX. 52.215-08 ORDER OF PRECEDENCE UNIFORM CONTRACT FORMAT (OCT 1997) FAR
- yy. 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010) FAR
- ZZ. 52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014) FAR
- aaa. 52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014) FAR
- bbb. 52.219-16 LIQUIDATED DAMAGES SUBCONTRACTING PLAN (JAN 1999) FAR
- CCC. 52.219-28 POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013) FAR
- ddd. 252.219-7003 SMALL BUSINESS SUBCONTRACTINGPLAN (DOD CONTRACTS) (OCT 2014) DFARS
- eee. 52.222-19 CHILD LABOR COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014) FAR
- fff. 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (MAY 2014) FAR
- ggg. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) FAR
- hhh. 52.222-26 EQUAL OPPORTUNITY (APR 2015) FAR
- iii. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) FAR
- iii. 52.222-36 EQUAL OPPORTUNITIES FOR WORKERS FOR DISABILITIES (JUL 2014) FAR
- kkk. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014) FAR
- III. 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) FAR
- mmm. 52.222-50 COMBATTING TRAFFICKING IN PERSONS (MAR 2015) FAR
- nnn. 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) FAR
- 000. 52.223-03 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)
 FAR
- ppp. 52.223-06 DRUG-FREE WORKPLACE (MAY 2001) FAR
- qqq. 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) FAR
- rrr. 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) FAR
- SSS. 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (SEP 2014) DFARS
- ttt. 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) FAR
- uuu. 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (NOV 2014) DFARS
- VVV.252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2012) DFARS

WWW.252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006) DFARS

XXX. 252..225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013) DFARS

yyy. 252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (DEC 2009) DFARS

ZZZ. 252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997) DFARS

aaaa. 252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997) DFARS

bbbb. 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) DFARS

CCCC. 52.227-01 AUTHORIZATION AND CONSENT (DEC 2007) FAR

dddd. 52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) FAR

eeee. 52.229-03 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) FAR

ffff. 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS

gggg. 52.232-01 PAYMENTS (APR 1984) FAR

hhhh. 52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

iiii. 52.232-11 EXTRAS (APR 1984) FAR

jjjj. 52.232-17 INTEREST (MAY 2014) FAR

kkkk. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR

IIII. 52.232-25 PROMPT PAYMENT (JUL 2013) FAR

mmmm. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013) FAR

nnnn. 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR

0000. 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS

pppp. 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

qqqq. 52.233-01 DISPUTES (MAY 2014) FAR

rrrr. 52.233-03 PROTEST AFTER AWARD (AUG 1996) FAR

SSSS. 52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR

tttt.52.233-9001 DISPUTES – AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011)
DLAD

uuuu. 52.242-13 BANKRUPTCY (JUL 1995) FAR

VVVV. 52.243-01 CHANGES - FIXED PRICE (AUG 1987) FAR

WWWW. 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS

XXXX. 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012) DFARS

yyyy. 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015) FAR

ZZZZ. 52.245-09 USE AND CHARGES (APR 2012) FAR

aaaaa. 52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR

bbbbb. 52.246-9043 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (NON-MANUFACTURERS) (NOV 2011) DLAD

CCCCC. 52.247-68 REPORT OF SHIPMENT (RESHIP) (FEB 2006) FAR

ddddd. 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) DFARS

eeeee. 52.248-01 VALUE ENGINEERING (OCT 2010) FAR

fffff. 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (APR 2012) FAR

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ggggg. 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR

hhhhh. 52.249-9000 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (MAY 1988) DLAD

iiiii. 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

jjjjj. 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR

kkkkk. 52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR

IIII. 252.222-7007 REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS (JAN 2015)
DFARS

mmmmm. 252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

nnnnn. 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) FAR

00000. 52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR

ppppp. 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014) FAR

QQQQ. JCP CERTIFIED CONTRACTORS WHO RECEIVE TECHNICAL DATA PURSUANT TO THEIR DD FORM 2345 CERTIFICATION MAY NOT FURTHER DISSEMINATE SUCH DATA UNLESS FURTHER DISSEMINATION OF THE TECHNICAL DATA IS EXPRESSLY PERMITTED BY **DODD 5230.25.**

TTTT. 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) FAR

SSSSS. 252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

ttttt. 252.211-7006 RADIO FREQUENCY IDENTIFICATION (SEP 2011) DFARS

UUUUU. 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS

VVVVV. 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR

WWWWW. 52.242-15 STOP-WORK ORDER (AUG 1989) FAR

XXXXX.52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

yyyyy. 52.247-9059 F.O.B. ORGIN, GOVERNMENT ARRANGED TRANSPORTATION (OCT 2013) DLAD

ZZZZZ. 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013) DFARS

aaaaaa. 252.203-7995 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (NOV 2016) DFARS

bbbbb. 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS

CCCCCC. 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS

dddddd. 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2106) DFARS

eeeee. 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR

ffffff. 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATINS AND STANDARDS (NOV 2005)
DFARS

gggggg. 52.219-06 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) FAR

hhhhhh. 252.225-7036 BUY AMERICAN – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM (FEB 2014) DFARS

iiiii. 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS

jjjjjj. 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) DFARS

kkkkkk. 52.247-01 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006) FAR

IIIII. 252.247-7028 APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS
(JUN 2012) DFARS

MMMMMM. 52.249-01 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-Price) (SHORT FORM) (APR 1984) FAR

nnnnn. 52.246-9004 PRODUCT VERIFICATION TESTING

000000. 52.247-9034 POINT OF CONTAC FOR TRANSPORTATION INSTRUCTIONS

52.247-9059 FOB ORIGIN. GOVERNMENT-ARRANGED TRANSPORTATION pppppp.

M02 QUALIFIED SUPPLIERS LIST OF MANUFACTURERS (QSLM) FOR GUN PARTS qqqqqq.

FEDERAL SUPPLY CLASS (FSC'S) 1005,1010,1015,1025,1055 AND 1095 (OCT 2016)

rrrrr. E05 PRODUCT VERIFICATION TESTING (SEP 2016)

E06 INSPECTION AND ACCEPTANCE AT ORIGIN (SEP 2016) SSSSSS.

Liability for Government Property - The Supplier/Subcontractor will take all reasonable steps to secure and protect the Property from further damage and to separate the damaged from the undamaged Property. Liability determinations are subject to the terms of the Master Subcontract and other definitized separate Subcontracts and/or Purchase Orders issued by Whitworth Tool, Inc.. Suppliers/Subcontractors may be liable when Government Property is lost, damaged or destroyed, when shortages of Property are disclosed; or when unreasonable use of consumption, as measured by allowances of the terms of Subcontracts or Purchase Orders, the bill of material or other appropriate criteria occurs.

All events involving loss or damage will be reported immediately to Whitworth Tool, Inc. with the following information (at a minimum):

- 1. Date of Incident (if known)
- 2. Data elements required per Government Property flow down clauses.
- 3. Government Property Identification number
- 4. Quantity
- 5. Accountable Prime Contract number and Subcontract or Purchase Order number
- 6. A statement indicating current or future need
- 7. Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.
- 8. All known interests in commingled material of which includes Government material
- 9. Cause and corrective action taken or to be taken to prevent recurrence.
- 10. A statement that the Government will receive compensation covering the loss of Property in the event the Supplier/Subcontractor was or will be reimbursed or compensated.
- 11. Copies of all supporting documentation
- 12. Last known location
- 13. A statement that the Property did or did not contain sensitive, export controlled, hazardous or toxic material, and that the appropriate agencies and authorities were notified.

Damage or destruction of classified Property, Arms, Ammunition or Explosives will be reported immediately to the Whitworth Tool, Inc. Security Officer and Buyer.