



## PURCHASE ORDER TERMS AND CONDITIONS (Commodities – Materials, Supplies and Equipment)

**1. ACCEPTANCE OF TERMS:** Goods furnished by the Seller shall be subject to and in accordance with this purchase order. Seller's acceptance of this order shall constitute agreement to be bound by and to comply with all the terms and conditions set forth herein. Written acceptance or shipment of all or any portion of the goods covered by this order by the Seller shall constitute unqualified acceptance of all its terms and conditions. Any additional or different terms and conditions which may appear in any communication from the Seller or in any printed form of the Seller are hereby rejected and shall not be effective or binding unless specifically agreed to in writing by Chugach. No such additional or different terms or conditions shall become part of the order despite Chugach's receipt thereof unless Chugach specifically agrees in writing to their inclusion.

**2. SHIPPING INSTRUCTIONS:** Seller shall be responsible for the proper packaging of materials hereunder. Shipments will be prepaid via least costly common carrier, F.O.B. destination, unless otherwise stated in this order; C.O.D. shipments will not be accepted. Chugach's Purchase Order number must appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence. Memorandum of contents shall be enclosed in each box or package. Shipping charges, if allowed, must be supported by copies of bills attached to invoices.

**3. TIME OF DELIVERY:** Time of delivery is of the essence of this order and the order is subject to cancellation or termination for failure to deliver on time. Seller shall notify Buyer in writing immediately of any actual or potential delay or threat of delay to the timely performance of this Purchase Order, including notice to Seller of any actual or potential labor dispute which delays or threatens to delay the timely performance of this Purchase Order.

**4. HAZARDOUS MATERIALS/SUBSTANCES:**

Supplier shall identify Material containing a hazardous substance including, but not limited to, those governed by the Resource Conservation and Recovery Act, Hazardous Materials Transportation act, and Toxic Substance Control Act and any similar acts and regulations there under. Each self-contained unit and carrier shall be marked identifying the existence of a hazardous material or substance and its name.

**5. VARIATION IN QUANTITY:** No variation in the quantity called for under this Purchase Order will be accepted unless such variation is the result of loading conditions, shipping, packing or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this Purchase Order.

**6. PRICE:** Chugach shall receive the benefit of any general reduction in Seller's price prior to delivery. Seller shall not bill at prices higher than stated in this Purchase Order. Seller warrants that the price charged for the Products covered by this Purchase Order is the lowest price charged by the Seller to other buyers under conditions similar to those specified in this Purchase Order. Prices shall be inclusive of all federal, state,

and local taxes except those taxes from which Chugach as a purchaser is exempt or immune.

**7. PAYMENTS:** Payments for goods furnished under this order will be due thirty (30) days after the latter of (1) receipt and acceptance of goods, (2) receipt of proper billing for such goods, or (3) receipt of all documents required by the order. Payment may be made on partial deliveries of materials, supplies or equipment accepted by Chugach when the amount due on such deliveries so warrants.

**8. EARLY PAYMENT DISCOUNT DATE:** Early Payment Discount period on any invoice received shall commence on the date shipment is received or accepted by Chugach or date of receipt of invoice, whichever is later.

**9. ACCEPTANCE OF MATERIAL, SUPPLIES AND EQUIPMENT:** Acceptance of Material, Supplies, and Equipment occurs at the time Materials, Supplies and Equipment is delivered to and receipted for at the location shown on the Purchase Order and Chugach has had a reasonable opportunity to inspect Materials, Supplies and Equipment for conformance. Acceptance shall not be deemed to cover defects, which were not obvious at the time of inspection. In no event shall Chugach be liable to Supplier for consequential damages resulting from any defects or deficiencies identified in accepted items. Goods rejected by Chugach for any reason may be held, transported and/or stored by Chugach at Seller's sole expense. On items delivered in error or in excess of the quantity ordered or authorized, Chugach reserves the right to return said items at Seller's expense. Seller agrees to hold Chugach harmless for any damages, destruction, or other loss during such return. Seller shall promptly reimburse Chugach for any expense that Chugach has advanced on Seller's behalf in holding, transporting and/or storing, rejected or nonconforming goods or over shipments.

**10. QUALITY AND INSPECTION:** The Materials supplied hereunder shall be of good quality, free from any faults and defects, in conformance with this Order, and shall at all times be subject to Chugach's inspection before acceptance by Chugach. Neither, however, Chugach's inspection nor failure to inspect shall relieve Seller of any obligations, representations or warranties hereunder. If the Materials fail to conform to Chugach's specifications or are otherwise defective, Seller shall promptly replace same at Seller's sole expense. No payment for or acceptance of Materials by Chugach hereunder shall constitute a waiver of any of the foregoing nor shall anything herein contained be construed to exclude or limit any or Seller's warranties implied by law.

**11. RIGHT TO INSPECT PLANT AND WORK:** Chugach may, at reasonable times, inspect the part of the plant or place of business and work in progress of a Seller or any subcontractor which is related to the performance of this order.

**12. WAIVER:** The waiver of any breach of the terms of this order by Chugach shall not constitute a waiver of any of its terms or any subsequent breach, nor shall any payment for goods delivered constitute such waiver.

**13. WARRANTIES:** Seller warrants that all articles, materials, and equipment supplied under this order conform to the specifications of this order, to be of merchantable quality, and to be free from defect in materials and workmanship. Seller shall honor standard commercial guarantees and warranties offered by the manufacturer, and any other specific warranty or guarantee specified elsewhere in this order.

**14. LIENS OR CLAIMS:** Seller warrants the equipment, articles and/or materials furnished under the terms of this order are unencumbered and not subject to any lien or claim.

**15. ASSIGNMENT:** This order, including the right to receive payment of, is not transferable, or otherwise assignable without the express prior written consent of Chugach Buyer. Requests for transfer or assignment must be in writing, and in advance. An instrument of assignment is subject to prior claims of persons, firms, and corporations for supplies provided in the performance of this order.

**16. AUTHORITY:** The procurement officer whose name appears on the face of this order has authority to act as agent for Chugach. Seller is cautioned that instructions contrary to the provisions of this order, which are received from Chugach employees' not specifically delegated authority to act in this matter, are not valid or binding on Chugach, and are a violation of Chugach policy and procedures.

**17. CHANGES:** No modification of any of the terms or conditions of this order, including, but not limited to, delivery, price, quality, quantities, and specifications, will be effective without the prior written consent of Chugach.

**18. INDEMNIFICATION:** Seller agrees to hold harmless Chugach, its Board of Directors, officers, agents and employees from, and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials or services which are furnished by the Seller under this order. Seller assumes all risk of damages or injury to Seller's own employees, property or person acting for or on behalf of Seller from whatever cause. Nothing herein shall be construed so as to relieve Chugach from liability arising solely as a result of its own gross negligence.

**19. FORCE MAJEURE:** Supplier or Chugach may delay delivery or acceptance occasioned by causes beyond Supplier's or Chugach's reasonable control. If such delay exists beyond a period of five (5) working days, Chugach, at its own option, shall have the right to: (a) terminate the Purchase Order, in whole or in part, (b) suspend the Purchase Order for the duration of the delaying cause, (c) resume performance under the Purchase Order once the delaying cause ceases, (d) or extend the effective dates up to the length of time the contingency endured, all without liability to the Supplier.

**20. TERMINATION, DELAYS AND EXCUSED PERFORMANCE:** Chugach may, by written notice stating the extent and effective date terminate this order for convenience, in whole or in part, at any time. Chugach shall pay the Seller as full compensation for performance until such termination: (1) the unit or pro rata price for the delivered and accepted portion; (2) A reasonable amount, as approved by the procurement officer, not otherwise recoverable from other sources by the Seller with respect to the undelivered, unperformed or unaccepted portion of the order; provided compensation hereunder shall in no event exceed the

total order price. Chugach may, by written notice, terminate the order for Seller's default, in whole or in part, at any time, if the Seller refuses or fails to comply with the provisions of the order or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time or fails to make delivery or perform within the time specified or any written extension thereof. In such event, the Seller shall be liable for any and all damages incurred by Chugach including but not limited to cost of inspections, receipt, transportation, care, custody and cover cost. Seller shall also be liable for any and all consequential damages incurred by Chugach that are related to such breach. If performance is delayed through no fault, and for reasons beyond the reasonable control of the Seller, an extension of time may be granted for completion. If a delay is determined to have been caused by Chugach, the time for performance, and the price of the order may be subject to adjustment. Seller shall in any event notify Chugach without delay when Seller has reason to believe performance will or may be delayed.

**21. ROYALTIES, LICENSES, AND PERMITS:** Seller shall pay all royalties and fees to obtain licenses and permits relating to items provided in this order.

**22. EXPORT COMPLIANCE:** Products, services, and/or technical data provided or disclosed in performance of this purchase order may be subject to required and continuing U.S. Government approvals, clearances, regulations, and export/import and re-export requirements, including the U.S. Department of State International Traffic In Arms Regulations (Title 22, CFR Parts 120-130), the U.S. Department of Commerce Export Administration Regulations (Title 15, CFR 730-774), and any other U.S. Government regulation applicable to the export/import, re-export, or disclosure of such controlled technical data (or the products thereof) to Foreign Persons whether within, or outside, the U.S. including those employed by, or otherwise associated with, the Parties. Parties acknowledge and agree to comply with the above and to obtain any and all such registrations, licenses, agreements, approvals and/or certifications, as may be required by regulations for the export of the products, services, and/or technical data that may be provided under this purchase order before initiating performance.

**23. RETENTION, EXAMINATION AND AUDIT OF RECORDS:** Chugach and the U.S. Comptroller General or their agents may, at reasonable times and places, examine, copy, and audit the books and records of the Seller to the extent that the books and records relate to this order or any cost and pricing data related to this order. The Seller shall maintain books and records that relate to the order for three (3) years after the date of final payment under the order.

**24. PATENTS AND COPYRIGHTS:** Unless otherwise provided in this order, any discovery or invention or copyrightable materials developed in the course of or resulting from work carried on under this order shall be the property of Chugach.

**25. DISPUTES:** (Applicable only if the amount of this purchase order exceeds \$25,000.) Any dispute which may arise between the Seller and Chugach, in any manner concerning this order, then said dispute shall be decided by arbitration in accordance with the arbitration rules of the American Arbitration Association. Seller may join or consolidate any third party or

claim into arbitration with Chugach for final resolution. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon and in accordance with applicable law in any court having jurisdiction thereof.

**26. DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM:**

<http://www.bis.doc.gov/defenseindustrialbaseprograms/>

This clause is applicable only if DPAS Rating of DO or DX is set forth elsewhere within this purchase order. Sellers receiving DPAS-rated orders shall give the rated orders a priority over other orders as needed to meet delivery requirements (15 CFR 700.14). A priority rating consists of the appropriate DO or DX rating symbol and a program identification symbol to indicate the authorized program. All DX rated orders have equal priority with each other and take preference over DO rated and unrated orders. Sellers receiving rated orders shall extend priority ratings to subcontractors or suppliers when acquiring items to fill the rated orders (15 CFR 700.15).

**27. USE OF GOVERNMENT SUPPLY SOURCES.** If any terms and conditions state herein conflict with the terms and conditions of a government supply source, the terms and conditions of the government supply source takes precedence.

**28. EMPLOYMENT PRACTICES.** Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, sexual orientation, gender identity or for any reason prohibited by law. Subcontractor agrees to participate and cooperate in the implementation of any Affirmative Action Plan for equal employment opportunity adopted for the Project as a whole. To the extent applicable to the Sublet Work on this Project, Subcontractor shall comply with Executive Orders 11246 and 13672, or any amendment, replacement, or counterpart thereof.

**PRIME CONTRACT FLOW DOWN CLAUSES FOR PURCHASE ORDERS ISSUED UNDER FEDERAL CONTRACTS**

If the Purchase Order is placed under a Government Prime Contract or subcontract, the following clauses set forth in the Federal Acquisition Regulations (FAR) and the Department of Defense Federal Acquisition Regulations Supplement (DFAR), in effect on the date of the Prime Contract, where applicable, are incorporated herein by reference with the same force and effect as full text. Exception: All CAS-related clauses are effective the date of the Purchase Order. Application of the contexts of these clauses where necessary, unless otherwise stated, the term "Contractor" shall mean "Seller", the term "contract" shall mean "Purchase Order", and the terms "Government," "Contracting Officer," or other expression having same meaning or effect shall mean "Buyer". Seller hereby agrees to flow down the following FAR/DFAR clauses, where applicable, to their lower-tier subcontractors.

**MICRO-PURCHASE THRESHOLDS:** PO total over \$3,500 for commodities

**IT IS THE RESPONSIBILITY OF SELLER TO COMPLY WITH THE FAR/DFAR CLAUSES/PROVISIONS APPLICABLE TO SELLER, THE REQUIREMENTS OF THE PURCHASE ORDER, AND THE PRIME CONTRACT. THE FARS/DFAR CLAUSES/PROVISIONS SET FORTH HEREIN ARE INCLUDED AS A REFERENCE FOR SUPPLIERS AND SUBCONTRACTORS AND SHOULD NOT BE REFERRED TO BE AN ALL INCLUSIVE LIST OF THE FAR/DFAR CLAUSES/PROVISIONS WHICH WOULD APPLY TO SUBCONTRACTOR, THE REQUIREMENTS OF THE PURCHASE ORDER, OR THE PRIME CONTRACT.**

Full text of these clauses can be obtained from the following websites:

<http://acquisition.gov/far/index.html>

<http://farsite.hill.af.mil>

<http://farsite.hill.af.mil/vdfara.htm>

**I. PURCHASE ORDERS FOR COMMERCIAL ITEMS**

The following clauses in A and B below pertain to awards over the micro purchase threshold "Commercial Item" is defined by FAR 2.101.

**A. Federal Acquisition Regulation (48 CFR Chapter 1) Clauses:**

- 52.203-13 Contractor Code of Business Ethics and Conduct (Oct 2015)
- 52.203-15 Whistleblower Protection Under the American Recovery and Reinvestment Act (Jun 2010)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (awards \$25K or greater) (July 2013)
- 52.204-14 Service Contract Reporting Requirements. (award > \$500,000) (Jan 2014)
- 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts. (award > \$500,000) (Jan 2014)
- 52.212-5 Contract Terms & Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Feb 2016) & Alt. 1 (Feb 2000) & Alt. 2 (Oct 2015)
- 52.219-8 Utilization of Small Business Concerns (15 U.S.C. 637(d)(2)(3)) (Oct 2014)
- 52.222-19 Child Labor- Cooperation with Authorities and Remedies. (Feb 2016)
- 52.222-21 Prohibition of Segregated Facilities (Apr 2015)
- 52.222-26 Equal Opportunity (E.O. 11246) (Apr 2015)
- 52.222-35 Equal Opportunity for Veterans (Oct 2015)
- 52.222-36 Equal Opportunity for Workers with Disabilities (Jul 2014)
- 52.222-37 Employment Reports on Veterans. (Feb 2016)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (applies to all orders over \$10K) (Dec 2010)
- 52.222-50 Combating Trafficking in Persons (Mar 2015)
- 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)
- 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014)
- 52.222-54 Employment Eligibility Verification (Oct 2015)
- 52.222-55 Minimum Wages Under Executive Order 13658 (Dec 2015)

52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Mar 2015)  
 52.225-1 Buy American -Supplies (clause does not apply to Information Technology that is commercial) (May 2014)  
 52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act (May 2014)  
 52.225-5 Trade Agreements (Feb 2016) (awards \$191,000 or more)  
 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (applicable to food purchases for resale) (May 2014)  
 52.225-26 Contractors Performing Private Security Functions Outside the United States (Jul 2013)  
 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)  
 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. Appox 1241 and 10 U.S.C. 2631) (Feb 2006)

**B. Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) Clauses:**

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting. (Dec 2015)  
 252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors. (Feb 2014)  
 252.204-7015 Disclosure of Information to Litigation Support Contractors. (Feb 2014)  
 252.223-7008 Prohibition of Hexavalent Chromium. (Jun 2013)  
 252.225-7001 Buy American and Balance of Payments Program (Nov 2014)  
 252.225-7008 Restriction on Acquisition of Specialty Metals (Mar 2013)  
 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (Jun 2013)  
 252.225-7039 Defense Contractors Performing Private Security Functions Outside the United States (Jan 2015)  
 252.227-7015 Technical Data—Commercial Items (Feb 2014)  
 252.227-7016 Rights in Bid or Proposal Information. (JAN 2011)  
 252.227-7037 Validation of Restrictive Markings on Technical Data (Jun 2013)  
 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Jun 2013)  
 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (Jun 2013)  
 252.237-7019 Training for Contractor Personnel Interacting with Detainees (Jun 2013)  
 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Jun 2013)  
 252.246-7003 Notification of Potential Safety Issues (Jun 2013)  
 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System. (May 2014)  
 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631) (Apr 2014)  
 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C.2631) (Mar 2000)

**II. PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS**

**A. Federal Acquisition Regulation (48 CFR Chapter 1) Clauses: APPLICABLE TO ALL PURCHASE ORDERS OVER THE MICRO PURCHASE THRESHOLD**

52.202-1 Definitions (Nov 2013)  
 52.203-3 Gratuities (Apr 1984)  
 52.203-15 Whistleblower Protection Under the American Recovery and Reinvestment Act (Jun 2010)  
 52.204-2 Security Requirements (Aug 1996)  
 52.208-8 Required Sources for Helium and Helium Usage Data (Apr 2014)  
 52.211-15 Defense Priority and Allocation Requirements (Apr 2008)  
 52.222-19 Child Labor- Cooperation with Authorities and Remedies. (Feb 2016)  
 52.222-55 Minimum Wages Under Executive Order 13658 (Dec 2015)  
 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Mar 2015)  
 52.223-7 Notice of Radioactive Materials (Jan 1997)  
 52.223-11 Ozone Depleting Substances (May 2001)  
 52.223-12 Refrigeration Equipment and Air Conditioners (May 1995)  
 52.224-2 Privacy Act (Apr 1984)  
 52.225-1 Buy American-Supplies (clause does not apply to Information Technology that is commercial) (May 2014)  
 52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act (May 2014)  
 52.225-5 Trade Agreements (Nov 2013) (awards \$191,000 or more)  
 52.225-13 Restrictions on Certain Foreign Purchases (June 2008)  
 52.227-1 Authorization and Consent\* (Dec 2007)  
 52.227-9 Refund of Royalties (Apr 1984)  
 52.227-14 Rights in Data – General\* (May 2014)  
 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)  
 52-234-1 Industrial Resources Developed Under Def. Product Act Title III (Dec 1994)  
 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)  
 \* Within these clauses “Government” and “Contracting Officer” ARE NOT interpreted to mean “Buyer”  
 52.244-6 Subcontracts for Commercial Items and Commercial Components (Feb 2016)

**APPLICABLE TO PURCHASE ORDERS OVER \$10,000**

52.222-21 Prohibition of Segregated Facilities (Apr 2015)  
 52.222-26 Equal Opportunity\*\* (Apr 2015)  
 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)  
 \*\*Applicable if the aggregate value of Seller awards is in excess of \$10,000 during any 12-month period

**APPLICABLE TO PURCHASE ORDERS \$15,000 OR MORE**

52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000. (May 2014)  
 52.222-36 Equal Opportunity for Workers with Disabilities (Jul 2014)  
 52.225-8 Duty Free Entry (Oct 2010)

**Protected Veteran Clause. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires**

**affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

**APPLICABLE TO PURCHASE ORDERS OVER \$25,000**

52.226-6 Promoting Excess Food Donation to Nonprofit Org. (May 2014)

**APPLICABLE TO PURCHASE ORDERS OVER \$35,000**

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)

**Individuals with Disability Clause. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

**APPLICABLE TO PURCHASE ORDERS \$150,000 OR MORE**

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)

52.222-35 Equal Opportunity for Veterans (Oct 2015)

52.222-37 Employment Reports on Veterans (Feb 2016)

**APPLICABLE TO PURCHASE ORDERS OVER \$500,000**

52.204-14 Service Contract Reporting Requirements. (Jan 2014)

52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts. (Jan 2014)

**B. Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) Clauses:**

**APPLICABLE TO ALL PURCHASE ORDERS OVER THE MICRO PURCHASE THRESHOLD**

52.204-7000 Disclosure of Information (Aug 2013)

52.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors. (Feb 2014)

52.204-7015 Disclosure of Information to Litigation Support Contractors. (Feb 2014)

52.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (Dec 1991)

52.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country. (Oct 2015)

52.222-7000 Restrictions on Employment of Personnel (Mar 2000)

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Sep 2014) ALT I (Sep 2014)

252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (Sep 1999)

252.225-7001 Buy American and Balance of Payments Program (Nov 2014)

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Jun 2011)

252.225-7019 Restriction on Acq. of Foreign Anchor and Mooring Chain (Dec 2009)

252.225-7025 Restriction on Acquisition of Forgings (Dec 2009)

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

252.225-7036 Buy American - Trade Agreements - Balance of Payments Program (Nov 2014)

252.225-7038 Restriction on Acquisition of Air Circuit Breakers (Jun 2005)

252.227-7013 Rights in Technical Data--Noncommercial Items\*(Feb 2014)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation\*(Feb 2014)

252.227-7019 Validation of Asserted Restrictions - Computer Software\* (Sep 2011)

252.227-7030 Technical Data - Withholding of Payment (Mar 2000)

252.227-7033 Rights in Shop Drawings\* (Apr 1966)

252.227-7037 Validation of Restrictive Markings on Technical Data\* (Jun 2013)

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Jun 2013)

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System. (May 2014)

252.247-7023 Transportation of Supplies by Sea (Apr 2014)

252.247-7024 Notification of Transportation of Supplies by Sea  
\* Within these clauses "Government" and "Contracting Officer" ARE NOT interpreted to mean "Buyer" (Mar 2000)

**III. PURCHASE ORDER PROVISIONS**

**THE FOLLOWING PROVISIONS ARE APPLICABLE TO ALL PURCHASE ORDERS EXCEEDING \$3,500.00**

52.225-2 Buy American Certificate (May 2014)

52.225-4 Buy American – Free Trade Agreement – Israeli Trade Act Certificate (May 2014)