



InterConnect
Wiring

**General Terms and Conditions
and FAR/DFARS Flowdown
Provisions for Subcontracts or
Purchase Orders for
Noncommercial
Items under a US Government
Prime Contract**

A. General Requirements

1. **QUALITY ASSURANCE:** Supplier shall maintain a documented quality system compliant with applicable portions of AS9100, ISO-9001:2000 or equivalent; InterConnect Wiring (INTERCONNECT) maintains the right to conduct periodic reviews of supplier's quality assurance program, processes and procedures.
2. **TRAINING:** In compliance with AS9100, supplier shall ensure training of personnel includes ensuring that personnel are aware of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior. If specific training for competence and required qualification is required, INTERCONNECT will state the training requirements in the purchase order.
3. **DELIVERY:** Deliveries shall be made both in quantities and at times stated in the INTERCONNECT purchase order. Seller understands and agrees that **TIME IS EXPRESSLY OF THE ESSENCE** with respect to delivery of items contained in the purchase order. Supplier agrees (a) to properly pack, mark and ship products in accordance with INTERCONNECT requirements and in such a manner to ensure no damages occur during transit due to packaging; (b) to make no charge for handling, packaging, storage, transportation (including duties, taxes, fees, etc.) or drayage of items unless otherwise stated in the purchase order; (c) to provide with each shipment a packing slip showing INTERCONNECT purchase order number, revision number (if applicable), INTERCONNECT part number, Supplier's part number (where applicable), product description, quantity of pieces in shipment, and number of cartons or containers in shipment; (d) for cartons containing more than one type of product, each type of product will be clearly marked for ease of identification; and (e) for products requiring a Certificate(s) of Conformance, such Certificate(s) will be included with the packing slip. Shipments that do not comply with specific marking/shipping/packaging or documentation requirements may result in the reduction in the purchase order value of up to \$100 per shipment. This value will offset INTERCONNECT's internal cost of processing the non-conformance. If any delivery required of Supplier is behind the schedule specified in the purchase order, INTERCONNECT may elect to have such delivery made via expedited means at Supplier's expense.
4. **EARLY DELIVERY:** Suppliers are expected to deliver product/services on the due date noted in the purchase instrument; with permission, early delivery may be accepted up to 5 days prior to the due date. Any shipments received more than 5 days in advance may be returned at the supplier's expense. Shipments received after the due date will be considered a late delivery; under our supplier management system, suppliers are rated for on-time deliveries.
5. **INVOICE AND PAYMENT:** Unless otherwise provided in this contract/order, no invoices shall be issued, nor payments made prior to delivery as specified in the document issued by the Buyer. All payments are subject to adjustment for shortages and/or rejections of delivered items.
6. **WITHHOLD:** Buyer may withhold payment in the amounts payable to the Seller hereunder on any claim or change Buyer may have against Seller.
7. **GOVERNMENT/CUSTOMER CONTACTS:** In general, Buyer, acting as Prime, has the singular right to engage the customer on matters related to business – includes both Government and Commercial customers benefiting under this order. INTERCONNECT shall be solely responsible for all liaison, coordination, and communication with the INTERCONNECT customer, including the US Government, as it affects the applicable prime contract, this contract, and any related contract.
8. **RELEASE OF INFORMATION:** Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this contract or the subject matter hereof, will be made by the Seller without the prior written consent and approval of INTERCONNECT.
9. **ORDER OF PRECEDENCE:** Any inconsistency in this subcontract/order shall be resolved by giving precedence in the following descending order: (a) the schedule, (b) the general provisions, (c) other documents, exhibits, and attachments to the schedule, and (d) specifications/statement of work.

10. **MATERIALS:** All materials supplied shall be configured to the latest applicable revision unless explicitly noted otherwise. If the purchase order line item references a revision that has been superseded, the supplier shall notify the INTERCONNECT buyer prior to accepting the purchase order to ensure the correct revision is supplied. The work delivered hereunder shall consist of new materials, as defined by FAR 52.211-5 (not used, reconditioned, remanufactured, or of such age as to impair usefulness or safety).
11. **PACKING AND SHIPMENT:** (a) Unless otherwise specified, all work is to be packed in accordance with good commercial practice to prevent damage and deterioration during shipping, handling, and storage. (b) A complete packing list shall be enclosed with all shipments. Seller shall mark containers or packages with necessary lifting, loading, and shipping information, including the INTERCONNECT contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this contract number. (c) For work shipped within the United States, unless otherwise specified, delivery shall be FOB Destination.
12. **REJECTION:** Buyer shall notify Seller if any items/services delivered hereunder are rejected and at Buyer's election and Seller expense, replacement items shall be procured. No replacement of defective items shall be made by Seller unless agreed to in writing by Buyer.
13. **CHANGES:** Buyer may at any time by written notice make changes within the general scope of this contract action, to drawings, specifications, shipping instructions, quantities, and delivery schedule. Should any such change increase or decrease the cost, or the time required for performance of the order, an equitable adjustment by Seller must be made within thirty days from the date of the change ordered or within such additional period of time as may be agreed upon.
14. **DESIGN AND DEVELOPMENT:** INTERCONNECT shall communicate its requirements for design and development control in the purchase order.
15. **QUALITY CONTROL OF SUB-TIER SUPPLIERS:** Supplier shall assure control of quality at all points necessary to conform to this PO's requirements, whether performed by Supplier or by Supplier's sub-tiers. Supplier shall flow down to its sub-tiers any and all applicable sections or subsections of these Terms and Conditions and shall ensure such portions are inserted in all subcontracts or Purchase Orders at every tier.
16. **LIQUIDATED DAMAGES:** In the event Seller fails to make delivery of an item in accordance with a Purchase Order delivery schedule(s), INTERCONNECT shall be entitled to receive compensation from seller in the form of liquidated damages and not as a penalty, and the Seller may be assessed such damages. The amount of such liquidated damages shall be equivalent to 0.5% of the value of the INTERCONNECT END ITEM for which this purchase is made for each calendar day of the delayed item. Such liquidated damages shall begin on the first day after the delivery date specified herein has passed. Seller shall be entitled to a grace period of seven (7) calendar days for delivery of the item past the delivery date specified herein, during which period no liquidated damages will be assessed. If the item is not delivered before the grace period ends, then liquidated damages will be assessed on a retroactive basis as though there was no grace period. Liquidated damages will be limited to a maximum of 10% of the unit price of the INTERCONNECT END ITEM for which the Seller's item is purchased.
17. **TERMINATIONS:** (a) Buyer may by written notice of default to Seller, terminate the whole or any part of this order in any one of the following circumstances: (i) Seller fails to make delivery of the items within the time specified herein or any extension thereof, or if (ii) Seller fails to perform any of the provisions of this order or fails to make progress as to endanger performance of this order in accordance with its terms and in either of these circumstances does not cure such failure within a period of 10 calendar days (or longer period as authorized by the Buyer) after receipt of notice from the Buyer specifying such failure; or (iii) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or (iv) Seller fails to provide Buyer, within a reasonable time after demand by Buyer, written assurance of due performance by Seller. (b) If this order is so terminated, Buyer may procure or otherwise obtain, upon such exceptions set forth below shall be liable to the Buyer for any excess costs or similar supplies or services along with additional administrative costs tied to the re-procurement actions. (c) Seller shall continue performance of this order to the extent not terminated. Buyer shall have no obligations to Seller in respect to the terminated part of the order except as herein provided. Buyer's rights as set forth herein shall be in addition to the Buyer's other rights in case of Seller's default, whether set forth in the order or not. Buyer may terminate the Seller "for convenience" at any time; however, the Seller is entitled to submit a request for equitable adjustment on all work/costs to date.
18. **GOVERNING LAW:** The contract/order incorporating these terms and conditions and the performance of the parties hereunder shall be construed in accordance with and governed by the laws of the state of Texas.
19. **SUBCONTRACTING OR ASSIGNING:** Neither this contract nor the obligation of the Seller hereunder shall be subcontracted, assigned, or delegated by operation of law, or otherwise without Buyer's written consent.
20. **TAXES:** Seller's prices/quotes shall separately note all applicable taxes.

21. **PRICE WARRANTY:** The Seller warrants that the prices of the items set forth herein do not exceed those charged by the Seller to any other customer purchasing the same items in like quantities.
22. **VARIATIONS IN QUANTITY:** Unless written pre-approval is received from the Buyer, no variations in quantities are authorized.
23. **INDEMNIFICATION:** The Seller shall indemnify INTERCONNECT against all liability that may result from any claim, action, or suit by any person, based on any alleged injury to or death of any person, based on the alleged injury to or death of any person or damage to or loss of any property that may occur or that may be alleged to have been caused by the Seller in the course of performance of this contract by the Seller. The Seller shall pay all charges of attorneys in connection therewith and, if any judgment shall be rendered against INTERCONNECT in any such action or actions; the Seller shall satisfy and discharge the same without cost or expense to INTERCONNECT. However, this indemnity shall not apply to claims, actions, or suits resulting from INTERCONNECT negligence. INTERCONNECT shall indemnify the Seller against all liability that may result from any claim, action, or suit by any person, based on any alleged injury to or death of any person, based on any alleged injury or death of any person or damage to or loss of any property that may occur of that may be alleged to have been caused by INTERCONNECT in the course of the performance of this contract. INTERCONNECT shall pay all charges of attorneys in connection therewith and, if any judgment shall be rendered against the Seller in any such action or actions, INTERCONNECT shall satisfy and discharge the same without cost or expense to the Seller.
24. **INTELLECTUAL PROPERTY INFRINGEMENT:** Seller warrants that the Work performed and delivered under this contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Seller agrees to defend, indemnify, and hold harmless INTERCONNECT and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of any action by a third party that is based on a claim that the Work performed or delivered under this contract infringes or otherwise violates the intellectual property rights of any person or entity.
25. **NOTIFICATION OF DEBARMENT/SUSPENSION STATUS:** Seller shall provide immediate notice to Buyer in the event of being debarred, suspended, or proposed for debarment by any Federal Agency during performance of this contract/order.
26. **CONTRACT DIRECTION:** Only the INTERCONNECT procurement/purchasing representative has the authority to amend this contract; such amendments must be in writing. INTERCONNECT engineering and technical personnel may render assistance or give technical "advice" or discuss or affect an exchange of information with Seller's personnel concerning the work hereunder. Such actions shall not be deemed to be a "change" under the Changes clause of this contract (FAR 52.243-1) and shall not be the basis for any equitable adjustment. Except as otherwise provided herein, all notices to be furnished by the Seller shall be sent to the INTERCONNECT procurement representative.
27. **FAR and DFARS Clauses and Provisions**

For all FAR and DFARS references, the terms "Government Contracting Officer", "Contracting Officer", and "Government" mean INTERCONNECT Buyer and Buyer's Authorized Procurement Representative

FAR Clauses & Provisions – latest version is applicable to all Contracts/Purchase Orders

| FAR Clause | FAR Clause Title |
|-------------------|--|
| 52.201-9 | Personal Identify Verification of Contractor Personnel |
| 52.202-1 | Definitions |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity |
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions |
| 52.203-13 | Contractor Code of Business Ethics and Conduct |
| 52.203-14 | Display of Hotline Posters |
| 52.203-15 | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 |
| 52.203-16 | Preventing Personal Conflicts of Interest |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights |
| 52.203-2 | Certificate of Independent Price Determination |
| 52.203-3 | Gratuities |
| 52.203-5 | Covenant Against Contingent Fees |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government |
| 52.203-7 | Anti-Kickback Procedures |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards |
| 52.204-11 | American recovery and Reinvestment Act – Reporting Requirements |
| 52.204-14 | Service Contract Reporting Requirements |
| 52.204-15 | Service Contract Reporting Requirements for Indefinite Delivery Contracts |

| FAR Clause | FAR Clause Title |
|-------------------|--|
| 52.204-2 | Security Requirements |
| 52.204-5 | Women-Owned Business (Other Than Small Business) |
| 52.204-6 | DUNS Number |
| 52.204-9 | Personal Identify Verification of Contractor Personnel |
| 52.207-4 | Economic Purchase Quantity - Supplies |
| 52.207-7 | Anti-Kickback Procedures |
| 52.208-8 | Required Sources for Helium and Helium Usage Data |
| 52.209-5 | Certification Regarding Debarment, Suspension, proposed Debarment, and Other Responsibility Matters |
| 52.209-6 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment |
| 52.211-14 | Notice of Priority Rating for National Defense Use |
| 52.211-15 | Defense Priority and Allocation Requirements |
| 52.211-5 | Material Requirements |
| 52.211-7 | Alternatives to Government – Unique Standards |
| 52.212-5 | Contract Terms and Conditions Required to Implement Statutes and Executive Orders |
| 52.213-4 | Terms and Conditions – Simplified Acquisitions |
| 52.214-26 | Audit and Records - Sealed Bidding |
| 52.214-27 | Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding |
| 52.214-28 | Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding |
| 52.215-10 | Price Reduction for Defective Cost or Pricing Data |
| 52.215-11 | Price Reduction for Defective Cost or Pricing Data - Modifications |
| 52.215-12 | Subcontractor Cost or Pricing Data |
| 52.215-13 | Subcontractor Cost or Pricing Data - Modifications |
| 52.215-14 | Integrity of Unit Prices |
| 52.215-15 | Pension Adjustments and Asset Reversions |
| 52.215-16 | Facilities Capital Cost of Money |
| 52.215-17 | Waiver of Facilities Capital Cost of Money |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement benefits (PRB) Other than Pensions |
| 52.215-19 | Notification of Ownership Changes |
| 52.215-2 | Audit and Records – Negotiation |
| 52.215-2 | Audit and Records – Negotiation ALT I (include if subject to American Recovery and Reinvestment Act of 2009 |
| 52.215-20 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data |
| 52.215-21 | Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data – Modifications |
| 52.215-22 | Limitations on Pass-Through Charges – Identification of Subcontract Effort |
| 52.215-23 | Limitations on Pass-Through Charges (Oct 2009) (This clause applies |
| 52.215-6 | Place of Performance |
| 52.215-9 | Changes or Additions to Make-Or-Buy Program |
| 52.216-10 | Incentive Fee – applicable if this is a cost plus incentive fee order |
| 52.216-11 | Cost Contract – No Fee – applicable if this is a cost no fee order |
| 52.216-12 | Cost Sharing Contract – No Fee – applicable if this is a cost sharing, no fee order |
| 52.216-25 | Contract Defeminization |
| 52.216-7 | Allowable Cost and Payment |
| 52.216-8 | Fixed Fee – applicable if this is a cost-plus fixed fee order |
| 52.219-1 | Small Business Program Representations |
| 52.219-10 | Incentive Subcontracting Program |
| 52.219-16 | Liquidated Damages - Subcontracting Plan |
| 52.219-22 | Small Disadvantaged Business Status |
| 52.219-25 | Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting |
| 52.219-26 | Small Disadvantaged Business Participation program - Incentive Subcontracting |
| 52.219-28 | Post –Award Small Business Program Representation |
| 52.219-8 | Utilization of Small Business Concerns |
| 52.219-9 | Small Business Subcontracting Plan |
| 52.222-1 | Notice to the Government of Labor Disputes |
| 52.222-11 | Subcontracts Labor Standards |
| 52.222-17 | Non-displacement of Qualified Workers (Service Contracts) |
| 52.222-18 | Certification Regarding Knowledge of Child Labor for Listed End Products |
| 52.222-19 | Child Labor – Cooperation with Authorities and Remedies |
| 52.222-2 | Payment for Overtime Premiums |
| 52.222-20 | Walsh-Healey Public Contracts Act |
| 52.222-21 | Prohibition of Segregated Facilities |
| 52.222-22 | Previous Contracts and Compliance Reports |
| 52.222-24 | Pre-award On-Site Equal Opportunity Compliance Evaluation |
| 52.222-25 | Affirmative Action Compliance |

| FAR Clause | FAR Clause Title |
|-------------------|--|
| 52.222-26 | Equal Opportunity |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction |
| 52.222-29 | Notification of Visa Denial |
| 52.222-3 | Convict Labor |
| 52.222-33 | Notice of Requirement for Project Labor Agreement |
| 52.222-34 | Project Labor Agreements |
| 52.222-35 | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans |
| 52.222-36 | Affirmative Action for Workers with Disabilities |
| 52.222-37 | Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans |
| 52.222-38 | Compliance with Veterans' Employment Reporting Requirements |
| 52.222-39 | Notification of Employee Rights Concerning Payment of Union Dues or Fees |
| 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation |
| 52.222-40 | Notification of Employee Rights Under Federal Labor Laws |
| 52.222-41 | Service Contract Act of 1965, As Amended |
| 52.222-43 | Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) |
| 52.222-44 | Fair Labor Standards Act and Service Contract Act -- Price Adjustment |
| 52.222-50 | Combating Trafficking in Persons |
| 52.222-51 | Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment |
| 52.222-53 | Exemption from Application of the Service Contract Act to Contracts for Certain Services |
| 52.222-54 | Employment Eligibility Verification |
| 52.223-1 | Bio-based Product Certification |
| 52.223-11 | Ozone-Depleting Substances |
| 52.223-13 | Certification of Toxic Chemical Release Reporting |
| 52.223-14 | Toxic Chemical Release Reporting |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products |
| 52.223-16 | IEEE 1680 Standard for the Environmental Assessment of personal Computer Products |
| 52.223-18 | Contractor Policy to Ban Text Messaging While Driving |
| 52.223-2 | Affirmative Procurement of Bio-based Products Under Service and Construction Contracts |
| 52.223-3 | Hazardous Material Identification and Material Safety Data |
| 52.223-4 | Recovered Material Certification |
| 52.223-5 | Pollution Prevention and Right-To-Know Information |
| 52.223-6 | Drug-Free Workplace |
| 52.223-7 | Notice of Radioactive Materials |
| 52.223-9 | Estimate of Percentage of Recovered Material Content for EPA-Designated Items |
| 52.224-2 | Privacy Act |
| 52.225-1 | Buy American Act – Supplies |
| 52.225-10 | Notice of Buy American Act / Balance of Payments Program Requirement – Construction Materials |
| 52.225-11 | Buy American Act – Construction Materials Under Trade Agreements |
| 52.225-13 | Restrictions on Certain Foreign Purchases |
| 52.225-15 | Sanctioned European Union Country End Products |
| 52.225-18 | Place of Manufacturer (applicable to solicitations) |
| 52.225-19 | Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States |
| 52.225-2 | Buy American Act Certificate |
| 52.225-20 | Prohibition on Conducting Restricted Business Operations in Sudan Certification |
| 52.225-21 | Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act |
| 52.225-22 | Notice of Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act |
| 52.225-23 | Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act |
| 52.225-24 | Notice of Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act |
| 52.225-25 | Prohibition on Contracting with Entities Engaging in Certain Activities Relating to Iran |
| 52.225-26 | Contractors Performing Private Security Functions Outside the United States |
| 52.225-3 | Buy American Act – Free Trade Agreements – Israel Trade Act |
| 52.225-4 | Buy American Act - Free Trade Agreements – Israel Trade Act Certificate |
| 52.225-5 | Trade Agreements |
| 52.225-6 | Trade Agreements Certificate |
| 52.225-7 | Waiver of Buy American Act for Civil Aircraft and Related Articles |
| 52.225-8 | Duty-Free Entry |
| 52.225-9 | Buy American Act – Construction Materials |
| 52.226-1 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises |
| 52.226-2 | Historically Black College or University and Minority Institution Representation |
| 52.227-1 | Authorization and Consent |
| 52.227-10 | Filing of Patent Applications - Classified Subject Matter |

| FAR Clause | FAR Clause Title |
|-------------------|---|
| 52.227-11 | Patent Rights -- Ownership by the Contractor |
| 52.227-13 | Patent Rights -- Ownership by the Government |
| 52.227-14 | Rights in Data - General |
| 52.227-15 | Representation of Limited Rights Data and Restricted Computer Software |
| 52.227-16 | Additional Data Requirements |
| 52.227-17 | Rights in Data - Special Works |
| 52.227-18 | Rights in Data - Existing Works |
| 52.227-19 | Commercial Computer Software License |
| 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement |
| 52.227-20 | Rights in Data - SBIR Program |
| 52.227-21 | Technical Data Declaration, Revision, and Withholding of Payment - Major Systems |
| 52.227-22 | Major System - Minimum Rights |
| 52.227-23 | Rights to Proposal Data (Technical) |
| 52.227-6 | Royalty Information |
| 52.227-9 | Refund of Royalties |
| 52.228-12 | Prospective Subcontractor Requests for Bonds |
| 52.228-3 | Worker's Compensation Insurance (Defense Base Act) |
| 52.228-4 | Workers' Compensation and War-Hazard Insurance Overseas |
| 52.228-5 | Insurance - Work on a Government Installation |
| 52.228-7 | Insurance - Liability to Third Persons |
| 52.229-10 | State of New Mexico Gross Receipts and Compensating Tax |
| 52.229-2 | North Carolina State and Local Sales and Use Tax |
| 52.229-3 | Federal, State and Local Taxes |
| 52.229-4 | Federal, State and Local Taxes (State and Local Adjustments) |
| 52.229-6 | Taxes - Foreign Fixed Price Contracts |
| 52.229-7 | Taxes - Fixed Price Contracts with Foreign Governments |
| 52.229-8 | Taxes - Foreign Cost Reimbursement Contracts |
| 52.230-1 | Cost Accounting Standards Notices and Certifications |
| 52.230-2 | Cost Accounting Standards |
| 52.230-3 | Disclosure and Consistency of Cost Accounting Practices |
| 52.230-4 | Disclosure and Consistency of Cost Accounting Practices for Contracts Awarded to Foreign Concerns |
| 52.230-5 | Cost Accounting Standards -- Educational Institutions |
| 52.230-6 | Administration of Cost Accounting Standards |
| 52.232-16 | Progress Payments |
| 52.232-17 | Interest |
| 52.232-20 | Limitation of Cost |
| 52.232-22 | Limitation of Funds |
| 52.232-23 | Assignment of Claims |
| 52.232-24 | Prohibition of Assignment of Claims |
| 52.232-27 | Prompt Payment for Construction Contracts |
| 52.232-32 | Performance-based Payments |
| 52.232-39 | Unenforceability of Unauthorized Obligations |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors |
| 52.232-7 | Payments under Time-and Materials and Labor-Hour Contracts |
| 52.233-3 | Protest After Award |
| 52.233-4 | Applicable Law for Breach of Contract Claim |
| 52.234-1 | Industrial Resources Developed Under Defense Production Act Title III |
| 52.234-4 | Earned Value Management System |
| 52.236-13 | Accident Prevention |
| 52.237-10 | Identification of Uncompensated Overtime |
| 52.237-2 | Protection of Government Buildings, Equipment and Vegetation |
| 52.237-7 | Indemnification and Medical Liability Insurance |
| 52.237-8 | Restriction on Severance Payments to Foreign Nationals |
| 52.239-1 | Privacy or Security Safeguards |
| 52.242-13 | Bankruptcy |
| 52.242-14 | Suspension of Work |
| 52.242-15 | Stop-Work Order |
| 52.242-17 | Government Delay of Work |
| 52.242-2 | Production Progress Reports |
| 52.242-3 | Penalties for Unallowable Costs |
| 52.242-4 | Certification of Final Indirect Costs |
| 52.243-1 | Changes -- Fixed Price |
| 52.243-2 | Changes -- Cost Reimbursement |

| FAR Clause | FAR Clause Title |
|-------------------|---|
| 52.243-3 | Changes—Fixed Price |
| 52.243-6 | Change Order Accounting |
| 52.244-2 | Subcontracts |
| 52.244-5 | Competition in Subcontracting |
| 52.244-6 | Subcontracts for Commercial Items |
| 52.245-1 | Government Property |
| 52.245-2 | Government Property Installation Operation Services |
| 52.245-9 | Use and Charges |
| 52.246-1 | Inspection of Supplies – Fixed Price |
| 52.246-12 | Inspection of Construction |
| 52.246-16 | Responsibility for Supplies |
| 52.246-2 | Inspection of Supplies-Fixed Price |
| 52.246-3 | Inspection of Supplies-Cost-Reimbursement |
| 52.246-5 | Inspection of Services – Fixed Price |
| 52.246-6 | Inspection – Time and Material Labor Hour |
| 52.247-63 | Preference for US Flag Air Carriers |
| 52.247-64 | Preference for Privately Owned U.S.-Flag Commercial Vessels |
| 52.247-67 | Submission of Transportation Documents for Audit |
| 52.248-1 | Value Engineering |
| 52.248-3 | Value Engineering – Construction over \$65K |
| 52.249-1 | Termination for Convenience of the Government (Fixed Price) |
| 52.249-14 | Excusable Delays |
| 52.249-2 | Termination for Convenience of the Government (Fixed-Price) |
| 52.249-5 | Termination for Convenience of the Government |
| 52.249-6 | Termination (Cost-Reimbursement) |
| 52.249-8 | Default (Fixed-Price Supply and Service) |
| 52.252-1 | Solicitation Provisions Incorporated by Reference |
| 52.252-2 | Clauses incorporated by Reference |
| 52.253-1 | Computer Generated Forms |
| 52.204-27 | No TikTok on Government Devices |

DFARS Clauses – all Purchase Orders

| DFARS Clause | DFARS Clause Title |
|---------------------|--|
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials |
| 252.203-7001 | Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights |
| 252.203-7003 | Agency Office of the Inspector General |
| 252.203-7004 | Display of Fraud Hotline Posters |
| 252.204-7000 | Disclosure of Information |
| 252.204-7004 | Alternate A, Central Contractor Registration |
| 252.204-7007 | Alternate A, Annual Representations and Certifications |
| 252.204-7008 | Export Controlled Items |
| 252.204-7010 | Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the US-International Atomic Energy Agency Additional Protocol |
| 252.204-7012 | Safeguarding of Unclassified Controlled Technical information |
| 252.204-7019 | Notice of NIST SP 800-171 DoD Assessment Requirements. |
| 252.204-7020 | <p>NIST SP 800-171 DoD Assessment Requirements.</p> <p>(g) Subcontracts.</p> <p>(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services (excluding commercially available off-the-shelf).</p> <p>(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800–171 security requirements, in accordance with DFARS clause 252.204–7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800–171 DoD Assessment, as described in https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf , for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.</p> <p>(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to mailto:webpmsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause.</p> |

| DFARS Clause | DFARS Clause Title |
|--------------|---|
| 252.208-7000 | Intent to Furnish Precious Metals as Government-Furnished Material |
| 252.209-7001 | Disclosure of Ownership or Control by the Government of a Terrorist Country |
| 252.209-7002 | Disclosure of Ownership or Control by a Foreign Government |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled by the Government of a Terrorist Country |
| 252.209-7006 | Limitations on Contractors Acting as Lead System Integrators |
| 252.209-7007 | Prohibited Financial Interests for Lead System Integrators |
| 252.209-7008 | Notice of Prohibition Relating to Organizational Conflict of Interest – Major Defense Acquisition Program |
| 252.209-7009 | Organizational Conflict of Interest – Major Defense Acquisition Program |
| 252.211-7000 | Acquisition Streamlining |
| 252.211-7003 | Item Identification and Valuation |
| 252.211-7006 | Radio Frequency Identification |
| 252.211-7007 | Reporting of Government Furnished Equipment in DoD Item Unique Identification (IUID) Registry |
| 252.212-7001 | Contract Terms and Conditions required to implement statutes or Executive Orders applicable to Defense acquisitions of commercial items |
| 252.215-7000 | Pricing of Adjustments |
| 252.215-7002 | Cost Estimating System Requirements |
| 252.215-7004 | Excessive Pass-Through Charges |
| 252.216-7004 | Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel |
| 252.216-7009 | Allowability of Legal Costs Incurred in Connection with a Whistleblower Proceeding |
| 252.217-7026 | Identification of Sources of Supply |
| 252.219-7003 | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) |
| 252.219-7004 | Small Business and Small Disadvantaged Business Subcontracting Plan (Test Program) |
| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements |
| 252.222-7000 | Restrictions on Employment of Personnel |
| 252.222-7002 | Compliance With Local Labor Laws (Overseas) |
| 252.222-7006 | Restriction on the Use of Mandatory Arbitration Agreements |
| 252.223-7001 | Hazard Warning Labels |
| 252.223-7002 | Safety Precautions for Ammunition and Explosives |
| 252.223-7003 | Change in Place of Performance - Ammunition and Explosives |
| 252.223-7004 | Drug-Free Work Force |
| 252.223-7006 | Prohibition on Storage and Disposal of Toxic and Hazardous Materials |
| 252.223-7007 | Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives |
| 252.223-7008 | Prohibition of Hexavalent Chromium |
| 252.225-7000 | Buy American Act and Balance of Payments Program Certificate |
| 252.225-7001 | Buy American Act and Balance of Payments Program |
| 252.225-7002 | Qualifying Country Sources as Subcontractors |
| 252.225-7003 | Report of Intended Performance Outside the United States and Canada – Submission with Offer |
| 252.225-7004 | Reporting of Contract Performance Outside the United States and Canada – Submission after Award |
| 252.225-7005 | Identification of Expenditures in the United States |
| 252.225-7006 | Quarterly Reporting of Actual Contract Performance Outside the United States |
| 252.225-7007 | Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies. |
| 252.225-7008 | Restriction of Acquisition of Specialty Metals |
| 252.225-7009 | Restriction on Acquisition of Certain Articles Containing Specialty Metals (Conflict Minerals) |
| 252.225-7010 | Commercial Derivative Military Article – Specialty Metals Compliance Certificate (prime contracts at \$150K) |
| 252.225-7011 | Restriction on Acquisition of Supercomputers |
| 252.225-7012 | Preference for Certain Domestic Commodities (Berry Amendment) |
| 252.225-7013 | Duty-Free Entry |
| 252.225-7014 | Preference for Domestic Specialty Metals, Alternate I |
| 252.225-7015 | Preference for Domestic Hand or Measuring Tools (Berry Amendment) |
| 252.225-7016 | Restriction on Acquisition of Ball or Roller Bearings |
| 252.225-7018 | Notice of Prohibition of Certain Controls with Foreign Entities for the Conduct of Ballistic Missile Defense Research, Development, Test and Evaluation |
| 252.225-7019 | Restriction on Acquisition of Foreign Anchor and Mooring Chain |
| 252.225-7020 | Trade Agreements Certificate |
| 252.225-7021 | Trade Agreements |
| 252.225-7022 | Trade Agreements Certificate – Inclusion of Iraqi End Products |
| 252.225-7025 | Restrictions on Acquisition of Forgings |
| 252.225-7027 | Restriction on Contingent Fees for Foreign Military Sales |
| 252.225-7027 | Restriction on Contingent Fees for Foreign Military Sales |
| 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments |
| 252.225-7030 | Restriction of Acquisition of Carbon, Alloy, and Armor Steel Plate |
| 252.225-7031 | Secondary Arab Boycott of Israel |
| 252.225-7032 | Waiver of United Kingdom Levies – Evaluation of Offers (applicable to subcontracts with U.K. firms) |

| DFARS Clause | DFARS Clause Title |
|---------------------|---|
| 252.225-7033 | Waiver of United Kingdom Levies (orders with UK firms exceeding \$1,000,000) |
| 252.225-7035 | Buy American Act Free Trade Agreements Balance of Payments Program Certificate |
| 252.225-7036 | Buy American Act Free Trade Agreement Balance of Payments Program |
| 252.225-7038 | Restriction on Acquisition of Air Circuit Breakers |
| 252.225-7040 | Contractor Personnel Supporting a Force Deployed Outside the United States |
| 252.225-7042 | Authorization to Perform |
| 252.225-7043 | Antiterrorism/Force Protection Policy for Defense Contractors Outside the US |
| 252.225-7044 | Balance of Payments Program – Construction Material |
| 252.225-7045 | Balance of Payments Program – Construction Material Under Trade Agreements |
| 252.225-7046 | Exports By Approved Community Members in Response to the Solicitation |
| 252.225-7047 | Export by Approved Community Members in Performance of the Contract |
| 252.225-7048 | Export - Controlled Items |
| 252.226-7001 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business concerns |
| 252.227-7013 | Rights in Technical Data - Noncommercial Items |
| 252.227-7014 | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation |
| 252.227-7015 | Rights in Technical Data - Commercial Items (in lieu of DFARS 252.227-7013 for Commercial Items) |
| 252.227-7016 | Rights in Bid or Proposal Information |
| 252.227-7017 | Identification and Assertion of Use, Release, or Disclosure Restrictions |
| 252.227-7018 | Rights in Noncommercial Technical Data and Computer Software- Small Business Innovation |
| 252.227-7019 | Validation of Asserted Restrictions -- Computer Software |
| 252.227-7020 | Rights in Special Works |
| 252.227-7021 | Rights in Data - Existing Works |
| 252.227-7022 | Government Rights (Unlimited) |
| 252.227-7023 | Drawings and Other Data To Become Property of the Government |
| 252.227-7024 | Notice and Approval of Restricted Designs |
| 252.227-7025 | Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends |
| 252.227-7026 | Deferred Delivery of Technical Data or Computer Software |
| 252.227-7027 | Deferred Ordering of Technical Data or Computer Software |
| 252.227-7028 | Technical Data or Computer Software Previously Delivered to the Government |
| 252.227-7030 | Technical Data - Withholding of Payment |
| 252.227-7032 | Rights in Technical Data and Computer Software (Foreign) |
| 252.227-7033 | Rights in Shop Drawings |
| 252.227-7034 | Patents-Subcontracts |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data |
| 252.227-7038 | Patent Rights - Ownership by the Contractor Large Business |
| 252.227-7039 | Patents - Reporting of Subject Inventions |
| 252.228-7000 | Reimbursement for War Hazard Losses |
| 252.228-7001 | Ground and Flight Risk |
| 252.228-7003 | Capture and Detention |
| 252.228-7005 | Accident Reporting and Investigation - Aircraft, Missiles, and Space Launch Vehicles |
| 252.229-7000 | Invoices Exclusive of Taxes or Duties |
| 252.229-7001 | Tax Relief |
| 252.229-7003 | Tax Exemptions (Italy) |
| 252.229-7004 | Status of Contractor As A Direct Contractor (Spain) |
| 252.229-7005 | Tax Exemptions (Spain) |
| 252.229-7006 | Value Added Tax Exclusion (United Kingdom) |
| 252.229-7007 | Verification of US Receipt of Goods |
| 252.229-7008 | Relief from Import Duty (United Kingdom) |
| 252.229-7011 | Reporting of Foreign Taxes - US Assistance Program |
| 252.231-7000 | Supplemental Cost Principles |
| 252.234-7001 | Notice of Earned Value Management System (If required by DFARS 203.234) |
| 252.234-7002 | Earned Value Management System |
| 252.234-7003 | Notice of Cost and Software Data Reporting System |
| 252.234-7004 | Cost and Software Data Reporting System |
| 252.235-7003 | Frequency Authorization |
| 252.235-7004 | Protection of Human Subjects |
| 252.236-7013 | Requirement for Competition Opportunity for American Steel Producers, Fabricators And Manufacturers |
| 252.236-7013 | Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers |
| 252.237-7019 | Training for Contractor Personnel Interacting with Detainees |
| 252.237-7023 | Continuation of Essential Contractor Services |
| 252.237-7024 | Notice of Continuation of Essential Contractor Services |
| 252.239-7000 | Protection Against Compromising Emanations |

| DFARS Clause | DFARS Clause Title |
|--------------|---|
| 252.239-7001 | Information Assurance Contractor Training and Certification |
| 252.239-7016 | Telecommunications Security Equipment, Devices, Techniques, and Services |
| 252.239-7018 | Supply Chain Risk |
| 252.242-7004 | Material Management and Accounting System |
| 252.242-7005 | Contractor Business Systems |
| 252.242-7006 | Accounting System Administration |
| 252.243-7001 | Pricing of Contract Modifications |
| 252.243-7002 | Requests for Equitable Adjustment |
| 252.244-7000 | Subcontracts For Commercial items and Commercial Components |
| 252.244-7001 | Contractor Purchasing System Administration |
| 252.245-7001 | Tagging, Labeling, and Marking Government Furnished Property |
| 252.245-7002 | Reporting Loss of Government Property |
| 252.245-7003 | Contractor Property Management System Administration |
| 252.246-7000 | Material Inspection and Receiving Report |
| 252.246-7001 | Warranty of Data Basic |
| 252.246-7003 | Notification of Potential Safety Issues |
| 252.246-7004 | Safety of Facilities, Infrastructure, and Equipment for Military Operations |
| 252.247-7003 | Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer |
| 252.247-7007 | Liability and Insurance |
| 252.247-7022 | Representation of Extent of Transportation by Sea |
| 252.247-7023 | Transportation of Supplies by Sea |
| 252.247-7024 | Notification of Transportation of Supplies by Sea |
| 252.249-7000 | Special Termination Costs |
| 252.249-7002 | Notification of Anticipated Contract Termination or Reduction |
| 252.251-7000 | Ordering From Government Supply Sources |
| 252-229-7002 | Customs Exemptions (Germany) |

B. Nonconforming Material

1. **Meeting Specifications:** Items failing to conform to all applicable drawings, specifications, and/or other Purchase Order requirements shall not be delivered to INTERCONNECT without documented written approval from INTERCONNECT Quality Assurance.
2. **Nonconformance of Deliverables:** Supplier shall evaluate each nonconformance for its potential to exist in previously produced or delivered material. If a nonconformance exists in a previously delivered item, Supplier shall notify INTERCONNECT, in writing, within 24 hours and provide the following information: 1) description of nonconformance 2) affected Purchase Orders, delivery dates, quantities and lots.
3. **Nonconformance of Product:** Obtain INTERCONNECT approval for nonconforming product disposition. Notify INTERCONNECT of changes in product and/or processes; changes of suppliers; change of manufacturing facility; and where required obtain INTERCONNECT approval.

C. Inspection and Testing

1. **Source Inspection:** Source inspection may be required prior to shipping.
2. **Data Sheet:** A data sheet shall accompany the first article. The data sheet shall list every dimension on the engineering drawing. Next to each dimension, the actual "as built" measurement shall be recorded. In lieu of a data sheet, measurements may be recorded directly on the engineering drawing. An in-house inspector shall sign and date the data sheet or drawing.
3. **Functional Testing:** Results of functional testing required with shipment. Functional testing documentation shall include test and acceptance criteria, controlling specification(s) or procedure(s) and the results of the test.
4. **Physical Properties Test:** Physical Properties Test Report Required per applicable Military Specification.
5. **Chemical Properties Test:** Chemical Properties Test Report Required per applicable Military Specification.
6. **Illumination Report:** Illumination Report required per applicable Military Specification.

D. Materials and Components

1. **Manufacturer COC:** The manufacturer certificate of conformance (cert) with signature and title of authorized quality agent required for all items.
2. **COC Elements:** The certificate of conformance shall include the following: part number, purchase order number, applicable military specification, part number revision if one exists, quantity, serial number, name and address of process facility, and date of certification. Vague or ambiguous statements such as "to the best of my knowledge" are not acceptable and may result in rejection of the item during receiving.
3. **QPL List:** QPL listed items shall be manufactured by sources listed in the applicable QPL.
4. **QPL Certificate:** Supplier must be able to obtain and supply manufacturer or QPL certificate upon request.
5. **Trace:** Lot traceability to the original point of manufacture or processing for all components, subcomponents, and/or assemblies is required.
6. **Material Shelf-Life:** For all materials with shelf-life limitations, the remaining shelf life shall be 75% of the original shelf life (minimum) at time of shipping. Manufacturers name, lot number (if applicable) and manufacture date shall be provided with shipment.
7. **Bar Code/Marking:** Supplier shall apply bar codes to exterior package per INTERCONNECT Bar Code Requirements, INVT-0001-09. Suppliers may contact INTERCONNECT for a copy of document.
8. **Boeing Requirements:** Seller shall procure parts delivered to Buyer and/or used in the manufacture of deliverable hardware directly from the manufacturer or authorized manufacturer's distributor, e.g., licensed, or franchised distributor per applicable Boeing or military specification.

E. Right of Access

1. **In-Process Verifications:** INTERCONNECT reserves right of entry to Supplier's facility and any applicable sub-tier supplier facilities for the purpose of verifying compliance with all requirements of this order. INTERCONNECT and any customer or their representative shall have the right to perform in-process inspections, audits, and system surveillance as part of the verification process. Supplier shall provide suitable facilities to perform these verifications to INTERCONNECT and any customer or their representative at no cost to INTERCONNECT.
2. **Quality Assurance:** During performance of this order, your quality system and processes are subject to review, verification, and analysis by authorized government representatives in accordance with FAR Paragraph 46.102 Policy on Quality Assurance. Requirements

F. Records

1. **Records Retention:** Supplier shall maintain records necessary to verify conformance of supplied material to the conditions of this order. Supplier shall also maintain records of all purchase orders. These records are to be maintained for a minimum of ten (10) years from the date of delivery and shall remain legible, readily identifiable, and retrievable. At INTERCONNECT's election, such records shall be made available to INTERCONNECT, INTERCONNECT's customers and/or any regulatory agency, at no cost to INTERCONNECT. INTERCONNECT retains the right to inspect subject documents at supplier's premises upon reasonable notification of intent to do same.

G. Special Process/Quality System Certifications

1. **Electronic Assemblies:** Workmanship shall comply with IPC-A-610, Acceptability of Electronic Assemblies.
2. **Soldering Standards:** Soldering shall be in accordance with ANSI/J-STD-001, Requirements for Soldered Electrical and Electronic Assemblies.
3. **First Article Documentation (If First Article called out on Purchase Order):** Complete First Article documentation in accordance with the provisions of SAE AS9102, Aerospace First Article Inspection Requirements, including traceability to point of manufacture shall accompany all First Articles at time of delivery.
4. **Boeing Quality Flow Down Codes:**

(a) **C003 Accelerated Delivery Desired** - Accelerated delivery to the greatest extent possible in advance of the Contract on Dock Schedule is desired. Any accelerated delivery will be at no additional expense to the Buyer or its Customer. Notwithstanding anything to the contrary elsewhere in this contract, the payment-due date for deliveries made in accordance with this clause shall be computed from the latest of the actual delivery date, or the date of receipt of a correct invoice (if applicable).

(b) **F310 Auto-Pay Provisions** - Notwithstanding the general terms and conditions of this contract regarding invoice and payment, Seller shall not submit invoices to Buyer for payment except as noted below. Buyer will make payment for the quantity of material received on Seller's tender of delivery, using purchase order unit price and unit of measure. For payment of progress payment billings or non-recurring items on this order, Seller shall submit invoices in accordance with directions contained in the general terms and conditions and any special conditions pertaining to progress payments in this contract. Questions pertaining to the policy or payments should be directed to the Buyer Procurement Agent.

(c) **F502 Sales Taxes-Resale-The Boeing Company** - Buyer warrants: (i) that title to items purchased hereunder shall pass to and vest in the United States Government upon delivery by Seller under the terms of the Buyer's Government contract or (ii) that the items are purchased for resale, and that state and local sales and use taxes are not applicable to this purchase; or (iii) that the taxing authority has authorized Buyer to purchase items without payment of sales or use taxes to Seller. Buyer's authorization or registration numbers for sales and use taxes are: Alabama 8000 RA 103 Arizona 07 579939-P Arkansas 0222221-SLS California SR-Z-OH-30-001106 Colorado 12-85643-0000 Connecticut 3001070-000 Dist. of Columbia 00-75833-001 Florida 80-8015255248-8 (4/1/60) Georgia 067-082633 Idaho 00364007-S Illinois 0375-3239 Indiana 0003672425-001-8 Kansas 004-910425694F-01 Kentucky 098857 Louisiana 0347518-001 Maine 1147958 Maryland 02242329 Massachusetts 910-425-694*02* Michigan 91-042 56 94 Minnesota 90602048 Mississippi 023-07799-3 Missouri 10536833 Nebraska 1-30721426 Nevada 1000881431 New Jersey 910-425-694/001 New York 91-0425694C North Carolina 010148209 North Dakota 28031 00 Ohio 99-01113 (8) Oklahoma STS1003102407 Pennsylvania 99-532-831 Rhode Island 2-0938-8020 South Carolina 1600552 South Dakota 53-001-910425694E UT-001 Tennessee 101751455 Texas 1-91-0425694-6 Utah 12507128-002-STC Vermont 10040616-001 Virginia 10-910425694F-001 West Virginia 2347-1350 Wisconsin 456-0000612009-02 Wyoming 25000752

(d) **H930 – Electronic Commerce Accounts** - Seller shall gain access to, maintain access and utilize the following electronic accounts during the performance of this Contract: a. Supply Chain Platform. Purchase contracts, purchase contract changes, purchase contract acknowledgements, Advanced Shipment Notices (ASN) and electronic invoices will be transmitted through the Exostar Supply Chain Platform. Seller must complete the Supply Chain Platform registration with Exostar for access via www.myexostar.com. b. Boeing Supplier Portal. The Supplier Portal provides general information, as well as individualized information related to this Contract. Seller shall complete the Boeing Supplier Portal registration and purchase a One Time Password (OTP) Token from Exostar via www.myexostar.com within forty-five (45) days of Contract award for each Seller representative requiring access. Boeing performs semi-annual access revalidation audits for many applications on the Boeing Supplier Portal. Seller will be notified via email during the audit period and must respond to maintain access. Seller shall request access, through Buyer's Authorized Procurement Representative, to the applications required on the Boeing Supplier Portal for the performance of this Contract, which may include i. Boeing Enterprise Supplier Tool (BEST) (1) Supplier Performance Measurement. Seller's performance under this Contract will be measured by Buyer utilizing the BEST Supplier Performance Measurement System. Performance will be measured for delivery to Contract schedule, quality acceptance, and general performance assessment (GPA) (for development contracts and contracts without standard deliveries) as applicable. Buyer will generally provide a supplier performance rating (SPR) each month. Seller shall monitor its SPR using the BEST system at least monthly and take corrective action, as appropriate, to ensure on-time delivery of quality products to Buyer. (2) Supplier Profile. The Supplier Profile contained in BEST (e.g., contact information, e-mail addresses, telephone numbers, diversity information, etc.) shall be reviewed for accuracy and updated, as applicable, at least once during the performance of the Contract or, at a minimum, annually. ii. Annual Representations and Certifications. Seller shall, on at least an annual basis, establish and maintain Annual Representations and Certifications. Seller has a continuing obligation to maintain and update its SP1 representations and certifications to reflect any change in circumstance and to immediately provide any such update to Buyer. iii. Customer and Supplier Data Transmittal (CSDT). Seller shall use CSDT for submitting Seller's Data Requirements Lists (SDRLs). Usage on this Contract will be as directed by Buyer. iv. Integrated Supplier Information System (ISIS). ISIS is the Buyer's standard system for managing Supplier Quality (SQ) processes such as supplier approval, supplier surveillance, and supplier corrective action. Seller shall access ISIS for receiving and providing electronic information in support of the performance of this contract and associated SQ processes. v. Electronic Procurement Information Center (EPIC). Seller shall use EPIC to complete purchase contract closeout activity and to receive electronic Request for Quotations (e-RFQ) as directed by Buyer.

(e) **Q004 BQMS Appendix A** - During performance of this order, Seller is required to maintain a Quality System in compliance with the Boeing Document D6-82479, "Boeing Quality Management System (BQMS) Requirements for Suppliers" and Appendix A to such document as each may be amended from time to time. Such Document, Appendix are incorporated herein and made a part hereof by this reference. Boeing reserves the right to conduct surveillance at Seller's facility to determine that Seller's Quality System meets the requirements as set forth herein. A copy of Boeing Document D6-82479, BQMS Requirements for Suppliers, including all appendices and addenda can be obtained at the following URL address: <http://www.boeing.com/companyoffices/doingbiz/supplier/>

(f) **Q020 Approved Process Source** - If this purchase contract is for either (1) Boeing design items and the drawing identifies military specifications or Boeing processes, or (2) supplier design items for which Boeing establishes performance requirements by specification control document/drawing or source control document/drawing and that document/drawing identifies a Boeing process specification (BAC, BMS, BSS, etc.). Then the seller must be listed as an approved processor or shall use approved processors listed in D1-4426, "Boeing Approved Processors." A list of the approved processors is available from Boeing's authorized purchasing representative or at <http://www.boeingsupplier.com/d14426/>. The packing sheet or attachments accompanying each shipment must reference the name of the D1-4426 listed processor(s) who

accomplished the processing and the process(es) accomplished. Boeing approval of any processor shall not relieve seller or seller's obligation and liabilities under this contract.

(g) **Q028 Engineering Dataset/Drawing Information Variable** - The design baseline listed below (drawing/part list revision levels and specification change levels) is applicable to the manufacturing and inspection of the hardware and/or software ordered on this purchase contract. This includes Boeing part numbered subassemblies drawing/parts list when applicable. Vendor will coordinate with Boeing to verify configuration of the unit prior to its shipment and/or request for final source inspection. In addition, when shipping, the sellers pack sheets and/or data packages shall identify applicable drawing(s), including each applicable parts list(s)/sheet number (s) including DCN levels, ADCNs/ADRN, specification change levels, and the serial number (s) of items being shipped. DWL/PL, Sheet Rev, ADCN/ADRN, Specification chg. Level.

(h) **Q029 Digital Product Definition (DPD)** - Seller is required to obtain Buyer approval as a DPD-capable supplier if Seller receives, downloads, and/or uses Computer Aided Design (CAD) geometry in any format from any Boeing facility. Boeing digital datasets are reference only (not design or inspection authority) until DPD approval status is obtained. The Seller should utilize Buyer document D6-51991, Quality Assurance Standard for Digital Product Definition at Boeing Suppliers for implementation of Digital Data control processes. A copy of Buyer Document D6-51991, including all appendices and addenda can be obtained at the following URL address: <http://www.BoeingSuppliers.com/supplier> DIGITAL PRODUCT DEFINITION (DPD) / MODEL BASED DEFINITION (MBD) Seller shall conform to Buyer's document D6-51991 "Quality Assurance Standard for Digital Product Definition at Boeing Suppliers" and obtain Buyer approval as DPDCapable if Seller receives, downloads, and/or uses Buyer's DPD geometry in any format. • If Seller receives Buyer's DPD geometry in MBD format, Seller is required to obtain Buyer's approval as MBD-capable. • If Seller provides Buyer's DPD geometry to Seller's subcontractors in any format, Seller shall impose Buyer's document D6-51991 as a requirement and is responsible for its subcontractor's conformance. • If Seller provides Buyer's DPD geometry in any format to Seller's subcontractors, Seller shall comply with all applicable export laws. A copy of Buyer's document D6-51991 and associated documents can be obtained at the following URL or are available through Buyer's Authorized Procurement Representative. <http://www.boeing.com/companyoffices/doingbiz/dpd.html>

(i) **Q053 Buyer's Source Inspection Required** - Boeing inspection is required at Seller's facility. Evidence of such inspection shall be indicated on the shipping report accompanying each shipment. Goods ordered by this purchase order/contract are subject to Boeing inspection prior to assembly and throughout all assembly, processing, and testing operations. Boeing Quality Assurance will establish and coordinate the mandatory Boeing inspection points. Seller shall notify Boeing Quality Assurance at least five days prior to processing or manufacturing in conjunction with this purchase order/contract.

(j) **Q074 First Article Insp and Boeing First Article Insp** - Seller shall perform First Article Inspections (FAI) in accordance with AS/EN/SJAC 9102, Aerospace First Article Inspection Requirement. FAI is required for unique single run production orders not intended for on-going production, regardless of exclusion in AS9102 (section 1.3 Applicability). Buyer reserves the right to conduct surveillance of the Seller's FAI, referred to as Boeing First Article Inspection (BFAI). BFAI may include in-process inspections to be accomplished during performance of the Seller's FAI. When a BFAI is required, Seller will be notified via the Supplier Quality supplier data system. Seller shall coordinate and schedule BFAI activity with the Buyer's Supplier Quality Representative (SQR) prior to start of related procurement, manufacturing, and/or processing. In the event a BFAI of the Seller's FAI is scheduled, supplier shall make available to the Buyer's SQR the following: 1. Applicable purchase document, material/process certifications, manufacturing, and inspection records; including inspection plans developed to identify progressive inspection checkpoints for the FAI because of coordination and planning with Buyer's SQR. 2. Applicable Design Data 3. Applicable material review actions 4. Applicable acceptance and qualification test results 5. Applicable record(s) of Boeing approval for non-Boeing drawing and test procedures.

(k) **Q091 Seller/Manufacturer COC Deliverable** - Seller shall include a Certificate of Conformance (C of C) with each shipment for Goods identified on shipping document. If Seller is not manufacturer (or service provider), a manufacturer's (or service provider's) C of C shall also be included in addition to the Seller's C of C. The following shall be included on Seller's and/or Manufacturer's C of C and/or shipping document with each shipment: • Seller's name and address and reference to Buyer's contract number and line-item number. (Seller's C of C) • Manufacturer's (or service provider's) name and address. (Manufacturer's (or service provider's) C of C) • A statement attesting that Goods provided under this contract conform to all contract requirements. • Part number and dash number (as specified by Purchase Contract (PC)) for each item • Revision level / version (as specified by PC) to which the Goods were manufactured (or serviced) • Traceability information, if required, representative of each item - to include the lot trace (e.g., date, batch, heat) or the individual item trace (e.g., serial number) • When multiple item manufacturers (or service providers) and/or multiple lots are included in one shipment, Seller shall separate and identify respective manufacturer's (or service provider's) lots, and indicate each lot quantity • If goods are Buyer furnished, so indicate on C of C by part number and quantity • Additional documentation requirements defined by the item specification as applicable.

(l) **Q132 Counterfeit Elect Part Detect and Avoid Sys Requirements** - Seller shall meet the following additional requirements for electronic parts procured by or on behalf of Seller: i. Seller shall implement a counterfeit electronic parts detection and avoidance system consistent with the requirements of the latest dated version of SAE standard AS5553, as of the effective date of this contract. ii. Seller shall include the substance of this article, including this flow down requirement, in all subcontracts for electronic parts awarded by Seller for work under this Contract.

(m) **Q186 FOD Prevention Program** - 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/>

(n) **Q219MM Requested Material Review Board** - Seller shall process nonconforming goods in accordance with the applicable method described below unless directed otherwise in the contract. 1. Buyer designed goods without Buyer's MRB delegation – Document and process nonconformance requiring Material Review Board (MRB) action in accordance with "Supplier Requested Material Review Board" instructions. These instructions can be found at the following URL: http://www.boeing.com/supplier_portal/bdsSiteReqs.html 2. Seller designed goods (Seller Drawing, Buyer's Source or Specification Control Drawing) – Document and process nonconformance in accordance with Seller's quality system

procedures. If any Buyer's Source or Specification Control Drawing characteristic is nonconforming, it must be processed in accordance with requirement 1, above. 3. Buyer designed goods with MRB delegation – Document and process nonconformance requiring Material Review Board (MRB) action in accordance with the Buyer letter of delegation for Material Review and Seller's quality system procedures.

(o) **Q227 Retention of Records** - Seller and Seller's Subcontractors shall maintain records, documented information, that demonstrate conformance to requirements, 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.

(p) **Q300 Corrective Action** - Seller shall, on request, on forms designated by Buyer, provide statements of corrective action on nonconformities or failures of Seller's goods or services. Corrective action statements, at Buyer's option, may require approval signature by Buyer and customer quality representatives. All rejected articles resubmitted by Seller to Buyer shall bear adequate identification, including reference to Buyer's rejection document.

(q) **Q301 Unconfirmed Failure Rejections** - In the event Goods delivered on this purchase contract are rejected and returned by the buyer to the seller and the seller is unable to confirm the reported failure, the seller shall provide the following to the buyer and hold shipment pending buyer disposition: 1. Purchase contract number 2. Part number 3. Serial number(s) 4. Buyer's rejection form number 5. Applicable test procedures 6. Results of special tests performed by seller 7. Seller's certification that tests procedure used to verify the failure identified by the buyer was adequate to detect those failures. Seller to provide number and revision of test procedure(s) used.

(r) **Q320 Sellers Notification of Escapement** - When a nonconformance is determined to exist or is suspected to exist on goods and/or services already provided to Buyer under Contract, Seller shall provide notice within Buyer's Supplier Quality supplier data system. Seller shall provide the NoE Submittal utilizing the Buyer's Supplier Quality supplier data system within three (3) business days of when the nonconformance was determined. If multiple programs are impacted, one NoE per program is required to be submitted. For submittals that are returned / rejected back to the Seller, the Seller shall resubmit updated information within three (3) business days. If the nonconformance affects safety of flight or is mission critical; Seller shall immediately provide the NoE Submittal and all required information within Buyer's Supplier Quality supplier data system. For more information on NoE submittals, Seller can access the NoE Module User Guide by following these directions: • Access the Boeing Supplier Portal • Under the "Categories" header at the bottom of the page, click "Quality" • On the right-hand side of the screen, near the computer icon, click on the "SQIS Supplier Website" link • From the SQIS Supplier Website, click on the "Notice of Escapement (NoE)" tab • From the NoE tab, click "User Guide"

(s) **Q927 AS9117 Requirement for Delegated Prod Release Verification** - When Seller delegates product verification, Seller shall conform to the requirements of AS9117, "Delegated Product Release Verification", as may be amended from time to time. Buyer reserves the right to conduct surveillance at Seller's facility to determine that Seller's quality system conforms to the requirements of AS9117. AS9117 defines the minimum requirements for delegation of product release to a supplier. When delegating product verification, Seller is not relieved of its obligations under this contract. Aerospace standards such as AS9117 can be obtained from SAE International at: <http://standards.sae.org/>.

H. Counterfeit Parts Prevention

1. Counterfeit Parts Prevention clause is incorporated:

- a) Counterfeit Work consists of those parts delivered under this Contract that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.
- b) SELLER agrees and shall ensure that Counterfeit Work is not delivered to INTERCONNECT.
- c) SELLER shall only purchase products to be delivered or incorporated as Work to INTERCONNECT directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by INTERCONNECT.
- d) SELLER shall immediately notify INTERCONNECT with the pertinent facts if SELLER becomes aware or suspects that it has furnished Counterfeit Work. When requested by INTERCONNECT, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.
- e) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation INTERCONNECT's costs of removing Counterfeit Work, of reinserting replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies INTERCONNECT may have at law, equity or under other provisions of this Contract.
- f) This clause applies in addition to any quality provision, specification, statement of work or other provision included in this Contract addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.
- g) Seller shall establish and maintain a Counterfeit Parts Prevention and Control Plan using Industry Standard AS-5553 as a guideline. The purpose of this document shall be to prevent the delivery of counterfeit parts and control parts identified as counterfeit.