



**HOWELL INSTRUMENTS, INC.**

THE FOLLOWING PROVISION APPLIES TO ALL ORDERS EXCEPT THOSE FOR STANDARD COMMERCIAL SUPPLIES OR RAW MATERIALS.

1. **NONDISCRIMINATION IN EMPLOYMENT** - In connection with the performance of work under this contract the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, National origin, sex, age or handicap. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the non-discrimination clause. This paragraph is amended to include provisions of Executive Order 1 1246 dated September 24, 1965.

2. **COMPLIANCE WITH LAWS**: Seller shall comply with all applicable State, Federal and local laws, rules and regulations. Without limiting the generality of the foregoing. Seller in accepting this order represents that the goods to be furnished or the services to be rendered hereunder were or will be produced or performed in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Act of 1938, as amended and of all valid and applicable regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof. Seller shall insert a certificate on all invoices submitted in connection with this order stating that the goods or services were produced or rendered in accordance with the foregoing representation.

2.a. **CONFLICT MINERALS**: Seller shall ensure that conflict minerals mined and shipped from the Democratic Republic of the Congo or designated surrounding countries are not used in the manufacture of their products.

3. **DELIVERY**: Delivery shall be strictly in accordance with the delivery schedule of this order. If Seller's deliveries fail to meet such schedule with the result that Buyer elects to call upon Seller for expedited shipments, Seller will allow the difference between freight and express rates. Parts fabricated beyond Buyer's releases are at Seller's risk. Invoices covering articles shipped in advance of the schedule will not be paid until their normal maturity after the date specified for delivery.

4. **PATENT INDEMNITY**: Seller agrees to indemnify Buyer and its customers against any liability, including costs and expenses, for or by reason of any actual or alleged infringement of any patent arising out of the manufacture, use, sale or disposal of supplies or articles furnished under this Purchase Order, except where such supplies or articles would be normally non-infringing but are rendered infringing by reason of Seller's compliance with Buyer's detail design and stated requirement for specific structure and Seller gives prompt notice of any claim or infringement related thereto.

5. **DEFAULT AND EXCUSABLE DELAYS**: Buyer reserves the right to cancel all or any part of the undelivered portion of this Purchase Order in the event Seller fails to perform any of the provisions of this Purchase Order, or so fails to make progress as to endanger performance of this Purchase Order in accordance with its terms, or if deliveries are not made within specified times. Buyer shall also have the right to cancel this order or any part thereof if Seller becomes insolvent, or a bankruptcy petition is filed which is not vacated within thirty (30) days from the date of filing. Except with respect to defaults of its subcontractors, Seller shall not be liable for damages if the failure to perform this Purchase Order arises out of causes beyond the control and without the fault or negligence of Seller, such as Acts of God or of the public enemy, fires, floods, strikes, freight embargoes, or acts of the Government in either its sovereign or contractual capacity; but in every case the failure to perform must be beyond the control and without the fault or negligence of Seller. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Seller and the subcontractor, and without the fault or negligence of either of them, Seller shall not be liable for damages suffered by Buyer.

If after notice of cancellation of this Purchase Order under the provisions of the above paragraph, it is determined that the failure to perform this Purchase Order is due to causes beyond the control and with the fault or negligence of Seller as set forth above, such notice of cancellation shall be deemed to have been issued pursuant to Article 6 of this Purchase Order entitled "Termination", and the rights and obligations of the parties hereto shall in this event be governed by such article.

The failure of Buyer to insist upon strict performance of any of the terms of this Purchase Order, or to exercise any rights herein conferred, shall not be construed as a waiver of Buyer's right to assert or rely on such terms or rights of any future occasion.

6. **TERMINATION**: The performance of work under this Purchase Order may be terminated in whole, or from time to time in part, by the Buyer for its convenience in accordance with the provisions set forth in FAR Part 49.

7. The following provision applies to all orders.

If acknowledged delivery date is not met, unusual expediting costs, i.e., telegram, telephone, will be charged to the vendor.

THE FOLLOWING FAR CLAUSES APPLY:

- 52.222-26 Equal Opportunity
- 52.222-35 Affirmative Action-Disabled Vets
- 52.222-36 Affirmative Action-Disabilities
- 52.246-2 Inspection of Supplies-Fixed-Price

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).



HOWELL INSTRUMENTS, INC.  
SUPPLEMENTAL PURCHASE ORDER  
TERMS AND CONDITIONS

If this order shows on its face that it is placed under a Government contract or a subcontract thereunder, or if Buyer otherwise notifies Seller that this order is placed under a Government contract or a subcontract thereunder, the following clauses of the Federal Acquisition Regulation (FAR) and the Department of Defense FAR Supplement (DFARS) apply. These clauses are incorporated herein by reference.

Where necessary to make the context of the clauses incorporated herein applicable to this order, the term "Government" and equivalent phrases shall mean Buyer, the term "Contractor" shall mean Seller, and the term "Contract" shall mean this order.

FAR/DFARS	TITLE	FAR/DFARS	TITLE
52.203-1	Officials not to Benefit.	52.215-2	Audit and Records – Negotiation. Applies if prime contract was awarded through negotiations, exceeds the simplified acquisition threshold of FAR 13 (currently \$100,000) and required cost or pricing data.
52.203-3	Gratuities.		
52.203-5	Covenant Against Contingent Fees.		
52.203-6	Restrictions on Subcontractor Sales to the Government. Applies to orders exceeding \$100,000,	52.215-10	Price Reduction for Defective Cost or Pricing Data. Applies if prime contract was awarded through negotiations, cost or pricing data and a Certificate of Current Cost or Pricing Data was presented (not required unless contract or subcontract exceeds \$550,000).
52.203-7	Anti-Kickback Procedures. Applies if order exceeds \$100,000.		
52.204-2	Security Requirements. Applies if subcontracts involve access to classified information.		
252.204-7005	Overseas Distribution of Defense Subcontracts (Orders Over \$25,000).	52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications.
52.208-1	Required Sources for Jewel Bearings and Related Items.	52.215-12	Subcontractor Cost or Pricing Data. Applies when prime contract over \$550,000 was awarded through negotiation where certified cost or pricing data was submitted.
252.208-7000	Required Sources for Miniature Instrument Ball Bearings.		
252.208-7001	Required Sources for Precision Components for Mechanical Time Devices.	52.215-13	Subcontractor Cost or Pricing Data – Modifications. Same conditions as 52.215-12.
252.208-7002	Required Sources for High-Purity Silicone.	52.215-15	Pension Adjustments and Asset Reversions. Applies when any purchases will include cost or pricing data or any pre-award or post-award cost determination will be subject to the FAR cost principles.
252.208-7003	Required Sources for High-Carton Ferrochrome (HCF).		
52.209-2	Qualification Requirements – Component End Items.	52.215-18	Reversion of Adjustment of Plans for Post-retirement Benefits (PRB) Other than Pensions. Same conditions as 52.215-15.
52.210-5	New Material.		
52.210-6	Listing of Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property.	52.215-22	Price Reduction for Defective Cost or Pricing Data (Orders Over \$500,000) (Ref, FAR 15.804-4).
52.210-7	Used or Reconditioned Materials, Residual Inventory, and Former Government Surplus Property.	52.215-23	Price Reduction for Defective Cost or Pricing Data – Modifications (Orders Over \$500,000) (Ref, FAR 15,804-4).
52.211-5	New Materials.		
52.211-15	Defense Priority and Allocation Requirements.	52.215-24	Subcontractor Cost or Pricing Data (Orders Over \$500,000) (Ref, FAR 15.804-4).
52.212-4	Contract Terms and Conditions – Commercial Items.	52.215-25	Subcontractor Cost or Pricing Data – Modifications (Orders Over \$500,000) (Ref, FAR 15.804-4).
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items.	52.215-26	Integrity of Unit Prices.
52.212-8	Priorities/Allocations and Allotments.	52.215-33	Order of Precedence.
52.212-13	Stop-Work Orders.	52.219-8	Utilization of Small Business Concern. Applies only if other Subcontracting opportunities exist.
52.214-26	Audit and Records – Sealed Bidding. This applies to prime contracts awarded by sealed bidding and to subcontracts that are expected to exceed \$550,000 and require submission of cost or pricing data.	52.219-9	Small Business Subcontracting Plan. Not applicable to small businesses.
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding. Applies to prime contracts awarded by sealed bidding.	52.219-13	Utilization of Woman-Owned Small Businesses.
52.214-28	Subcontract Cost or Pricing Data – Modifications – Sealed Bidding. Applies if prime contract was awarded by sealed bidding and subcontracts exceed the threshold for submitting cost or pricing data (\$550,000).	52.220-3	Utilization of Labor Surplus Area Concerns (Orders Over \$25,000).
52.215-1	Examination of Records by Comptroller General.	52.220-4	Labor Surplus Area Subcontracting Program (Orders Over \$500,000).
		52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation. Applies if this Order exceeds \$100,000.
		52.222-20	Walsh-Healey Public Contracts Act (Orders Over \$10,000).
		52.222-21	Prohibition of Segregated Facilities.
		52.222-26	Equal Opportunity.

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FAR/DFARS	TITLE	FAR/DFARS	TITLE
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans. Applies if order exceeds \$10,000.	252.227-7037	Validation of Restrictive Markings on Technical Data.
52.222-36	Affirmative Action for Handicapped Workers. Applies if order exceeds \$2,500.	252.228-7006	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space launch Vehicles.
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era. Applies to orders exceeding \$10,000.	52.229-3	Federal, State, and Local Taxes.
52.223-2	Clean Air and Water (Orders Over \$100,000).	52.230-2	Cost Accounting Standards (Orders Over \$500,000).
52.223-3	Hazardous Material Identification and Material Safety Data.	52.230-3	Disclosure and Consistency of Cost Accounting Practices (Orders Over \$500,000).
52.223-6	Drug Free Workplace.	52.230-5	Administration of Cost Accounting Standards (Orders Over \$500,000).
52.223-14	Toxic Chemical Release Reporting. This applies if order is for noncommercial items and exceeds \$100,000. Subparagraph (e) (flow down requirement below first tier) is excluded.	52.233-3	Protest After Award.
52.225-1	Buy American Act – Balance of Payments – Supplies. Applies if order exceeds \$10,000.	52.242-15	Stop Work Order.
52.225-3	Buy American Act – Trade Agreements – Balance of Payments Program.	52.242-17	Delay of Work.
52.225-5	Trade Agreement.	52.243-1	Changes – Fixed-Price.
52.225-7	Balance of Payments Program.	252.243-7001	Pricing of Adjustments.
52.225-8	Duty Free Entry. Applies to duty-free imported supplies in excess of \$10,000.	52.244-5	Competition in Subcontracting (Orders Over \$25,000).
52.225-9	Buy American Act – Trade Agreement Act – Balance of Payments Program.	52.244-6	Subcontracts for Commercial Items and Commercial Components.
52.225-10	Duty-Free Entry (Order Over \$100,000).	52.245-2	Government Property (Fixed-price Contracts).
52.225-11	Restrictions on Certain Foreign Purchases.	52.245-17	Special Tooling.
52.225-13	Restrictions on Certain Foreign Purchases.	52.245-18	Special Test Equipment.
52.225-15	Sanctioned European Union Country End Product.	52.246-2	Inspection of Supplies – Fixed Price.
252.225-7001	Buy American Act and Balance of Payments Program.	52.246-16	Responsibility for Supplies.
252.225-7008	Supplies to be Accorded Duty-Free Entry.	52.246-23	Limitation of Liability (Orders Over \$25,000).
252225-7009	Duty-Free Entry – Qualifying Country End Products and Supplies.	52.246-24	Limitation of Liability – High Value Items (Orders Over \$25,000).
252.225-7012	Preference for Domestic Specialty Metals (Orders Over \$10,000).	52.246-25	Limitation of Liability – Services (Orders Over \$25,000).
252.225-7014	Duty-Free Entry – Additional Provision.	52.247-63	Preference for U.S.-Flag Air Carriers (Orders Over \$25,000).
252.225-7016	Restriction on Acquisition of Antifriction Bearings.	52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Orders Over \$25,000).
252.225-7028	Exclusionary Policies and Practices of Foreign Governments.	252.247-7023	Transportation of Supplies by Sea.
52.227-1	Authorization and Consent.	252.247-7024	Notification of Transportation of Supplies by Sea.
52.227-2	Notice and Assistance Regarding Patent and Copyright. Applies to orders exceeding simplified acquisition threshold.	52.248-1	Value Engineering. Applies if order is valued at \$100,000 or more while it is discretionary if value at less than 5100,000.
52.227-8	Reporting of Royalties (Foreign) (Orders Over \$50,000).	52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (Orders Under \$100,000).
52.227-9	Refund of Royalties.	52.249-2	Termination for Convenience – Fixed Price. Note this clause has been revised: Paragraph (a) “the government may terminate...” has been changed to “the buyer may terminate”; Paragraph (c) changed from 120 days to 60 days; Paragraph (d) plant clearance procedure is omitted; Paragraph (d) changed the time for submission from “1 year” to “6 months”; and Paragraph (k) the time for submitting an equitable adjustment proposal after a partial termination is changed from “90 days” to “45 days.”
52.227-10	Filing and Patent Application – Classified Subject Matter. Applies to orders covering classified subject matter.	52.249-8	Default (Fixed-Price Supply and Service). Note this has been revised: Paragraph (a) the cure period has changed from “10 days” to “7 days.”
52.227-14	Rights in Data – General.		
252.227-7013 (ALT 1)	Rights in Technical Data: and Computer Software.		
252.227-7018	Restrictive Markings on Technical Data.		
252.227-7026	Deferred Delivery of Technical Data and Computer Software.		
252.227-7027	Deferred Ordering of Technical Data and Computer Software.		
252.227-7029	Identification of Technical Data.		
252.227-7030	Technical Data – Withholding of Payment.		

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ADDENDUM

- 252.225-7007 Prohibition on Acquisition of United States Munitions  
List items From Communist Chinese Military  
Companies.
- 252.204-7008 Requirements for Contracts Involving Export-  
Controlled items.
- 252.225-7013 Duty Free Entry.
- 252.225-7021 Trade Agreements.
- 252.225-7033 Waiver of United Kingdom Levies.