

**CARLETON LIFE SUPPORT SYSTEMS INC.
GENERAL PURCHASE ORDER PROVISIONS**

THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS
(REVISED 2-7-07)

(IN REFERENCES TO FAR AND DOD FAR SUPP. CLAUSES "CONTRACTOR" SHALL MEAN SELLER AND "CONTRACTING OFFICER" OR "GOVERNMENT" SHALL MEAN BUYER.)

1. **ACCEPTANCE - ENTIRE AGREEMENT - MODIFICATION.** Acceptance of this order shall be limited to the terms and conditions contained herein and incorporated herein by reference. This order shall be deemed accepted upon the return of this acknowledgment copy of this order or the commencement of performance by Seller. Carleton Life Support Systems Inc. (Hereinafter "Buyer") rejects any additional or inconsistent items and conditions offered by Seller at any time and irrespective of Buyer's acceptance of or payment for Seller's items or services. These terms and conditions constitute the entire agreement between the parties and no change to or modification of this order shall be binding upon Buyer unless signed by an authorized representative of Buyer's procurement or purchasing office at Buyer's place of business issuing this order.
2. **ORDER OF PRECEDENCE.** In the event this order is issued pursuant to U.S. Government Contract, any ambiguity or inconsistency between the text of these terms and conditions and the requirements of the prime contract shall be resolved in favor of the prime contract. Where necessary to derive the proper meaning in a subcontract situation, "Contractor" in the Federal Acquisition Regulation (FAR) shall mean Seller and "Contracting Officer" or "Government" in the FAR shall mean Buyer.
3. **PRICES, TAXES, LIENS AND NEW MATERIAL.** Seller warrants that each price for items sold to Buyer under this order is no less favorable than that extended during the term of this order to any other customer for the same or like items in equal or less quantities on similar terms and conditions. Unless otherwise listed on the Seller's invoices, the prices appearing thereon include all packaging, crating and federal, state and local taxes. All items to be delivered hereunder and all property returned to Buyer shall be free and clear of any and all liens and encumbrances whatsoever. FAR clauses 52.210-5 "New Material" and 52.210-7 "Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property" apply. During performance of this order, Seller shall not make any changes in the design of the items to be furnished under this order, nor approve any substitution of material without advance notification to and approval of Buyer.
4. **MATERIAL, EQUIPMENT, TOOLS AND FACILITIES.** The clause contained in FAR 52.245-2 "Government Property (Fixed Price Contracts)" applies. If special tooling, the cost of which is charged hereto, is not elsewhere acquired herein, FAR 52.245-17 "Special Tooling" applies. If special test equipment is to be acquired or fabricated hereunder, but the exact identification of the special test equipment to be acquired or fabricated is unknown, FAR 52.245-18 "Special Test Equipment" applies. If this order is issued pursuant to a Government contract, FAR clauses 52.246-23 "Limitation of Liability" and 52.246-24 "Limitation of Liability - High Value items" apply if they are included in the prime contract.
5. **CONFIDENTIAL DISCLOSURE AND LIMITED USE.** All drawings, data, designs, engineering instructions, models, specifications, or other technical information, written, oral or otherwise, supplied by or in behalf of Buyer or prepared by Seller specifically in connection with performance of this order (hereinafter designated "information") shall be and remain the property of Buyer. Seller shall keep confidential and otherwise protect from disclosure all information and property from Buyer in connection with this order and identified as confidential or proprietary. Such information shall not be reproduced, used or otherwise disclosed to others without Buyer's prior written consent. Upon Buyer's request and in any event upon the completion, termination or cancellation of this order, Seller shall return all such information and property to Buyer or make such other disposition thereof as is directed by Buyer. Seller shall not use or disclose such information except in the performance of orders for Buyer and upon Buyer's request such information and all copies thereof shall be returned to Buyer. Notwithstanding any other provision of this clause, such information may be used by Seller in the manufacture of items for direct sale to the U.S. Government to the extent the U.S. Government has the right to authorize such use and discloses to Seller that it has such right; provided that such use will not interfere with Seller's performance of this order or any other order with Buyer and provided further that Seller shall (i) give Buyer written notice of each such proposed use at least ten (10) days prior to acceptance of a contract for such items from the U.S. Government, (ii) to the extent practical, prominently identify each item as being manufactured by Seller in the performance of contracts for the U.S. Government, (iii) advise Buyer of the method of identification used, (iv) make no claim against Buyer which arises out of use by Seller of such information, and (v) indemnify Buyer and hold Buyer harmless from and against any claims or liabilities resulting from performance of contracts for the U.S. Government. Where such information is furnished to Seller's suppliers for procurement of supplies by Seller for use in the performance of Buyer's orders, Seller shall insert the substance of this provision in its orders. Nothing herein shall be construed as restricting the U.S. Government's use of, or the right to contract directly with Seller regarding, any information, data, tooling, or equipment in which the U.S. government has acquired unlimited rights, title, or right to title.
6. **CHANGES.** FAR clause 52.243-1 "Changes-Fixed Price" applies.
7. **STOP WORK.** FAR 52.242-15 "Stop-Work Order" and FAR 52.242-14 "Suspension of Work" apply to this order.
8. **DELIVERIES, PACKING, SHIPMENTS AND RISK OF LOSS.** Time is of the essence in making deliveries under this order. If delivery is to be in accordance with Buyer's written releases, Seller shall not procure, fabricate, assemble or ship any item except to the extent authorized by Buyer in such written releases. Seller will at its expense ship by express or air shipment or by the most expeditious way if the delivery schedule is endangered. Unless otherwise specified on the face of this order no variation in the quantity of any item is authorized and Buyer may reject a delivery that varies in the quantity authorized for shipment or retain the extras at no increase in price. The efficient use by Buyer of any item called for under this order requires that data, if any, be delivered not later than the time specified in this order. If such data is not so delivered, Buyer may, at its election, so long as such data remains undelivered, withhold payment to Seller for any item theretofore or thereafter delivered. The term "data" will include, without limitation, drawings, reproductions, specifications, photographs, reproducible copy, parts lists, plans, reports, computations and certifications. All items are to be suitably prepared for shipment and must be packed and shipped in accordance with the governing classification and tariffs applicable thereto. Items shipped in advance of Buyer's delivery schedule may be returned at Seller's expense. Retention by Buyer of items shipped in advance of the required delivery date shall not waive Buyer's right to return subsequent shipment made in advance of the required delivery date, nor shall such retention accelerate time for payment. Seller shall give notice of shipment to Buyer at the time of delivery of any shipment of items to a carrier for transportation to a destination other than Buyer's place of business issuing this order, unless this order specifically provides otherwise. FAR clause 52.246-16 "Responsibility for Supplies" applies. Cost of all return shipments for whatever reason returned, shall be borne by Seller with title and risk of loss passing at Buyer's plant, unless otherwise specified by Buyer at time of return.
9. **INSPECTION.** FAR clause 52.246-2 "Inspection of Supplies-Fixed Price" applies. Notwithstanding any prior inspection or test, payment, or receiving document, supplies are subject to final inspection and acceptance at destination stated herein. For right of entry purposes, "Government" shall mean not only Buyer, but shall include Buyer's customers (including US Government) and regulatory authorities, who may inspect and test the material and workmanship of all Goods and applicable records at all places and times including, when practicable, during the period of manufacture or provision of Services. If any such inspection or test is made on the premises of Seller, Seller shall furnish, without additional charge to any such party(ies) all reasonable facilities and assistance for the safe and convenient performance of the inspection or test. The Seller shall flow down this requirement, including right of entry of the aforementioned parties, on all subcontracts associated with this contract.

10. WARRANTY. Seller warrants to Buyer, its successors and customers that all items furnished (including all replacement or corrected components which Seller furnishes pursuant to this warranty) will be free from defects in material and workmanship, will conform to applicable drawings, specifications, samples, and other descriptions furnished or specified by buyer and, to the extent such items are not of a detailed design furnished by Buyer, will be merchantable, suitable for the intended purposes and free from all other defects, including defects in design. In the event of a breach of this warranty Buyer may, at no increase in the price of this order or other cost to Buyer including costs of removing nonconforming or defective items from property, equipment or products in which the items have been incorporated, any additional costs of reinstallation, reinspection and retesting and any transportation or freight charges, (a) return the items at Seller's risk and expense and recover from Seller the price paid therefore and, if elected by Buyer, purchase or manufacture similar items and recover from Seller the costs and expenses thereof, (b) accept or retain the items and equitably reduce their price, or (c) require Seller, at Seller's expense, to promptly replace or correct the items and, pending redelivery, to repay to Buyer any amount theretofore paid for such Items. If Seller fails to promptly replace or correct such items as directed by Buyer, Buyer may repair them or have them repaired at Seller's expense or purchase or manufacture similar items and recover from Seller the costs and expenses thereof. Notice of breach shall be deemed sufficient if given within ninety (90) days after discovery thereof by Buyer. Buyer's approval of Seller's samples or first articles shall not be construed as a waiver by the Buyer of any requirement of the drawings, specifications and/or other referenced descriptions applicable hereto or of any express or implied warranty. Nor shall any inspection, test, or prior approval or acceptance or any delay or failure to inspect, test, or give prior approval or acceptance, or failure to discover any defect or other noncompliance, relieve Seller of any of its obligations nor impair any rights or remedies, of Buyer, its customers, or subsequent owners under this warranty. These warranties shall be in addition to any other rights or remedies Buyer may have at law or equity under this order.

11. TERMINATION.

- A. For Default - FAR clause 52.249-8 "Default (Fixed-Price Supply and Service)" applies except add the following to paragraph (a) (1)-(iv) or if Seller becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency or the relief of creditors.
- B. For Convenience - FAR clause 52.249-2 "Termination for Convenience of the Government-Fixed Price" applies.

12. PATENT TRADEMARK AND COPYRIGHT INDEMNITY. Seller shall indemnify Buyer from any and all damages and costs finally awarded for infringement of any United States patent, trademark or copyright in any suit by reason of the sale or use of any product sold to Buyer hereunder where Seller is an infringer with respect to its sale hereunder, and from reasonable expenses incurred by Buyer in defense of such suit if Seller does not undertake the defense thereof; provided, that Seller is promptly notified of any such suit and, except for suits involving the U.S. Government, Buyer offers Seller full exclusive control of the defense of such suit when products of Seller only are involved therein and the right to participate in the defense of such suit when products other than those of Seller are also involved therein; except that, this indemnity shall not extend to infringement resulting from Seller's compliance with Buyer's designs, processes or formulas. Seller shall also indemnify Buyer's customers and agents for such infringement if and to the extent that Buyer has agreed to so indemnify them, but to no greater extent than Seller has indemnified Buyer herein and under the same conditions as set forth herein. The above is in lieu of any other indemnity or warranty, express or implied, with respect to patents, trademarks or copyrights. Notwithstanding any other provisions of the Purchase Order/Subcontract, the placing of the order does not grant Seller any license, express or implied, under the patents of any company other than Buyer, regardless of whether or not such other company is associated with Buyer. No licenses under any patents owned by Buyer are granted to Seller except as expressly provided in writing in this order and then only to the extent necessary to perform this order.

13. INDEMNIFICATION AND INSURANCE. Seller will indemnify and save harmless Buyer, its employees, agents and invitees from and against all liability, demands, claims, loss, cost, damage and expense by reason or on account of property damage, death and personal injury of whatsoever nature or kind or on account of Seller's failure to pay any of its suppliers or vendors arising out of, as a result of, or in connection with the performance of this order which is occasioned by the actions or omissions of Seller or its suppliers. Seller will maintain and carry liability insurance which includes but is not limited to employer's liability, workmen's compensation, general liability, public liability, property damage liability, product liability, completed operations liability and contractual liability in amounts set forth in this purchase order, with carriers approved by Buyer, and if no amounts are so set forth, then in amounts acceptable to and approved by Buyer but in no event shall such amounts be less than minimum statutory requirements, if any. Seller will, if requested by Buyer, furnish certificates of insurance indicating the foregoing coverage.

14. EXCUSABLE DELAYS. Neither party shall be in default for any delay or failure to perform hereunder due to causes beyond its control and without its fault or negligence; provided, that any delay or failure to perform caused by the default of a supplier of the Seller at any lower tier is beyond the control of both Seller and such supplier and without the fault or negligence of either and the items to be furnished are not obtainable from other sources in sufficient time to permit Seller to meet the delivery schedule; and provided further, that Seller furnished prompt written notice to Buyer of the occurrence of any such cause which will or may delay Seller's performance.

15. COMPLIANCE WITH LAWS. Seller agrees to indemnify and hold Buyer harmless from and against any and all loss or damage including without limitation, any contract downward price adjustment or repricing charged by the customer to Buyer, and any costs including attorney's fees, fines, or penalties, assessed against Buyer arising out of a violation by Seller (including any of Seller's officers, partners, employees, or agents) or by any subcontractor below the Seller (or subcontractor employee) of any applicable Federal, state or local law, order, rule, and regulation, including but not limited to the contract clauses, certifications, and representations, described in Section 22 below.

16. RELEASE OF INFORMATION TO PUBLIC. Seller shall not, without the prior consent of Buyer, make any release of information concerning this order (other than to Seller's employees and subcontractors which is required for the performance of their duties) nor use the name of Buyer in any advertising or publicity.

17. PAYMENT AND CASH DISCOUNT PERIODS. Cash discount periods will be computed from either the date of delivery and acceptance of the items ordered or the date of receipt of correct and proper invoices prepared in accordance with the terms of this order, whichever is later.

18. ASSIGNMENT AND SETOFF. Any assignment of this order, performance of work hereunder in whole or in part, or monies due or to become due hereunder shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer. All claims for money due from Buyer shall be subject to deduction or setoff by reason of any counterclaim arising out of this order or any other transaction with Seller.

19. RIGHTS AND REMEDIES OF BUYER. The rights and remedies of the Buyer set forth herein shall be in addition to any other rights and remedies provided in law or equity and the failure or delay by Buyer to exercise any rights or remedies under this order shall not operate as a general waiver thereof. If any provision of this order is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.

20. CHOICE OF LAW. The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the law of the State of Iowa and applicable Federal Law and U.S. Government procurement statutes and regulations.

21. DISPUTES. Except as otherwise specifically provided in this order, any dispute concerning a question of fact and/or law arising under this order which is not disposed of by agreement of the parties shall be decided by a court of competent jurisdiction. Pending settlement or final decision of any such dispute, Seller shall proceed diligently with the performance of this order in accordance with the directions of the Buyer. The headings or titles in these terms and conditions are for purposes of reference only, and shall not in any way affect the interpretation or construction hereof.

22. GOVERNMENT CONTRACTS. The appearance of a U.S. Government agency contract on the face of this order incorporates the following Federal Acquisition Regulations (FAR), and Department of Defense supplemental Regulations to the FAR (DOD FAR Supp) as applicable and required by the terms of the government contract under which the purchase order is issued. Where necessary to derive the proper meaning in a subcontract situation, "Contractor" shall mean Seller and "Contracting Officer" or "Government" shall mean Buyer. Version of clauses will be that in effect at the time of signing of the prime contract. COMPLIANCE WITH ANY ADDITIONAL CLAUSES CONTAINED IN THE PRIME CONTRACT AND NOT SPECIFICALLY DESCRIBED BELOW IS ALSO REQUIRED OF THE SELLER. IN THE EVENT OF A CONFLICT BETWEEN THE TEXT OF THE TERMS AND CONDITIONS OF THIS ORDER AND THE CLAUSES DESCRIBED BELOW, THE LANGUAGE IN THE CLAUSE DESCRIBED IN THIS SECTION SHALL CONTROL. SELLER AGREES TO INCLUDE THE SUBSTANCE OF THE FOLLOWING CLAUSES, INCLUDING THIS SENTENCE, IN ALL APPLICABLE SUBCONTRACTS, WHATEVER TIER:

(A)(1) FAR CLAUSE TITLE	CLAUSE NO.
Restrictions on Subcontractor Sales to the Government	52.203-6
Anti-Kickback Procedures and the Following Representation	52.203-7
SELLER REPRESENTS AND WARRANTS TO BUYER THAT NEITHER SELLER (INCLUDING ANY OF ITS OFFICERS, PARTNERS, EMPLOYEES OR AGENTS) NOR ANY SUBCONTRACTOR BELOW SELLER OR SUBCONTRACTOR EMPLOYEE HAS (1) PROVIDED OR ATTEMPTED TO PROVIDE OR OFFERED ANY KICKBACK; (2) SOLICITED, ACCEPTED, OR ATTEMPTED TO ACCEPT ANY KICKBACK; OR (3) INCLUDED DIRECTLY OR INDIRECTLY. THE AMOUNT OF ANY KICKBACK IN THE PRICE APPLICABLE TO THIS PURCHASE ORDER OR IN THE SUBCONTRACT PRICE CHARGED BY A SUBCONTRACTOR TO A HIGHER TIER SUBCONTRACTOR. SELLER AGREES TO INDEMNIFY AND HOLD BUYER HARMLESS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGES BUYER MAY INCUR WHICH ARISES OUT OF OR RESULTS FROM ANY FAILURE OF SELLER, SELLER'S EMPLOYEES, OR SELLER'S ACTUAL OR PROSPECTIVE SUBCONTRACTORS OR VENDORS OR THEIR EMPLOYEES, AT WHATEVER LEVEL, TO COMPLY WITH THIS CLAUSE.	
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	52.203-11
Limitation on Payments to Influence Certain Federal Transactions	52.203-12
SELLER AGREES TO INDEMNIFY AND HOLD BUYER HARMLESS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGE BUYER MAY INCUR WHICH ARISES OUT OF OR RESULTS FROM ANY FAILURE OF SELLER OR SELLER'S ACTUAL OR PROSPECTIVE SUBCONTRACTORS OR VENDORS, AT WHATEVER LEVEL, TO COMPLY WITH FAR CLAUSES 52.203-11, AND 52.203-12 AS APPLICABLE TO THIS ORDER	
Security Requirements	52.204-2
Required Sources for Jewel Bearings and Related Items	52.208-1
Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed for Debarment	52.209-6
Audit-Sealed Bidding	52.214.26
Subcontractor Cost or Pricing Data-Modifications-Sealed Bidding	52.214-28
Examination of Records by Comptroller General	52.215-1
Audit-Negotiation	52.215-2
Price Reduction for Defective Cost or Pricing Data	52.215-22
Price Reduction for Defective Cost or Pricing Data-Modifications	52.215-23
Subcontractor Cost or Pricing Data	52.215-24
Subcontractor Cost or Pricing Data-Modifications	52.215-25
SELLER AGREES TO INDEMNIFY AND HOLD BUYER HARMLESS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGE BUYER MAY INCUR WHICH ARISES OUT OF OR RESULTS FROM ANY FAILURE OF SELLER OR SELLER'S ACTUAL OR PROSPECTIVE SUBCONTRACTORS OR VENDORS, AT WHATEVER LEVEL, TO COMPLY WITH FAR CLAUSES 52.214-26, 52.214-28, 52.215-1, 52.215-2, 52.215-22, 52.215-23, 52.215-24, 52.215-25 AS APPLICABLE TO THIS ORDER	
Integrity of Unit Prices and ALT. I	52.215-26
Termination of Defined Benefit Pension Plans	52.215-27
Reversion or Adjustment of Plans for Post Retirement Benefits Other Than Pensions (PRB)	52.215-39
Utilization of Small Business Concerns and Small Disadvantaged Business Concerns	52.219-8
Small Business and Small Disadvantaged Business Subcontracting Plan and ALT. I	52.219-9
Utilization of Labor Surplus Area Concerns	52.220-3
Labor Surplus Area Subcontracting Program	52.220-4
Notice to the Government of Labor Disputes	52.222-1
Contract Work Hours and Safety Standards Act-Overtime Compensation	52.222-4
Certification of Non-Segregated Facilities	52.222-21
Previous Contracts and Compliance Reports	52.222-22
Pre-Award On-Site Equal Opportunity Compliance Review	52.222-24
Affirmative Action Compliance	52.222-25
Equal Opportunity	52.222-26
Equal Opportunity Pre-Award Clearance of Subcontracts	52.222-28
Notification of Visa Denial	52.222-29
Affirmative Action for Special Disabled Vietnam Era Veterans	52.222-35
Affirmative Action for Handicapped Workers	52.222-36
Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era	52.222-37
Service Contract Act of 1965, as Amended-Contracts of \$2500 or Less	52.222-40
Service Contract Act of 1965, as Amended	52.222-41
Clean Air and Water Certification	52.223-1
Clean Air and Water	52.223-2
Hazardous Material Identification and Material Safety Data and ALT. I	52.223-3
Notice of Radioactive Materials	52.223-7
Privacy Act	52.224-2
Duty Free Entry	52.225-10
Restrictions on Certain Foreign Purchases	52.225-11
Authorization and Consent and ALT. I and III	52.227-1
Notice and Assistance Regarding Patent and Copyright Infringement	52.227-2
Patent Indemnity (ALT. III)	52.227-3
Refund of Royalties	52.227-9

Filing of Patent Applications-Classified Subject Matter	52.227-10
Patent Rights-Retention by the Contractor (Short Form)	52.227-11
Patent Rights-Retention by the Contractor (Long Form)	52.227-12
Patent Rights-Acquisition by the Government	52.227-13
Rights in Data-General	52.227-14
Representation of Limited Rights Data and Restricted Computer Software	52.227-15
Rights in Data - SBIR Program	52.227-20
Workers Compensation Insurance (Defense Base Act)	52.228-3
Workers Compensation and War-Hazard Insurance Overseas	52.228-4
Insurance-Work on a Government Installation	52.228-5
Cost Accounting Standards	52.230-2
Disclosure and Consistency of Cost Accounting Practices	52.230-3
Administration of Cost Accounting Standards	52.230-5
SELLER AGREES TO INDEMNIFY AND HOLD BUYER HARMLESS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGE BUYER MAY INCUR WHICH ARISES OUT OF OR RESULTS FROM ANY FAILURE OF SELLER OR SELLER'S SUBCONTRACTORS OR VENDORS, AT WHATEVER LEVEL, TO COMPLY WITH FAR CLAUSES 52.230-2, 52.230-3 AND 52.230-5 AS APPLICABLE TO THIS ORDER	
Accident Prevention and ALT. I	52.236-13
Indemnification and Medical Liability Insurance	52.237-7
Special Tooling	52.245-17
Special Test Equipment	52.245-18
Limitation of Liability	52.246-23
Limitation of Liability-High-Value hems	52.246-24
Limitation of Liability-Services	52.246-25
Preference for U.S. Flag Air Carriers	52.247-63
Preference for Privately Owned U.S. Flag Commercial Vessels and ALT. I and II	52.247-64
Value Engineering and ALT. I and II and III	52.248-1

(A)(2) DOD FAR SUPP. CLAUSE TITLE

CLAUSE NO.

Contracting Officer's Representative	252.201-7000
Special Prohibition on Employment	252.203-7001
Disclosure of Information	252-204-7000
Intent to Furnish Precious Metals as Government Furnished Materials	252-208-7000
Acquisitions from Subcontractors Subject to On Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty	252-209-7000
Acquisition Stream Lining	252.210-7003
DOD Acquisition of Commercial Items	252.211-7000
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Small Business and Small Disadvantaged Business Subcontracting Plan	252.219-7003
Restrictions on Employment of Personnel	252.222-7000
Safety Precautions for Ammunition and Explosives	252.223-7002
Hazardous Waste Liability	252.223-7005
Buy American Act and Balance of Payments Program	252.225-7001
Trade Agreements Act	252.225-7007
Duty Free Entry-Qualifying Country and Products and Supplies	252.225-7009
Duty Free Entry - Additional Provisions	252.225-7010
Preference for Domestic Specialty Metals and ALT. I	252.225-7014
Restriction on Acquisition of Foreign Mooring Chain	252.225-7019,
	7020, 7021
Foreign Source Restrictions	252.225-7025
Reporting of Contract Performance Outside the U.S.	252.225-7026
Waver of United Kingdom Levies	252.225-7032
Duty Free Entry-NAFTA Country End Product Supplies	252.225-7037
Rights in Technical Data and Computer Software and ALT. I and II	252.227-7013
Restrictive Markings on Technical Data	252.227-7018
Rights in Shop Drawings	252.227-7033
Patents-Subcontracts	252.227-7034
Validation of Restrictive Markings on Technical Data	252.227-7037
Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	252.228-7005
Animal Welfare	252.235-7002
Frequency Authorization	252.235-7003
Audit and Records - Common Carriers	252.239-7010
Telecommunications Security Equipment Devices, Techniques, and Services	252.239-7016
Transportation of Supplies by Sea	252.247-7023
Notification of Transportation of Supplies by Sea	252.247-7024
Notification of Substantial Impact on Employment	252.249-7001
Notification of Proposed Program Termination or Reduction	252.249-7002

(B) DEFENSE PRIORITIES AND ALLOCATION SYSTEM (DPAS). THE PRIORITY RATING, EITHER DX OR DO, AND A PROGRAM IDENTIFICATION SYMBOL WHICH APPEARS NEXT TO A GOVERNMENT PRIME OR SUBCONTRACT NUMBER ON THE PURCHASE ORDER IDENTIFIES THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM. RATED ORDERS TAKE PREFERENCE OVER ALL UNRATED ORDERS AS NECESSARY TO MEET DELIVERY DATES. SELLER SHALL FOLLOW THE PROVISIONS OF DPAS (15CFR350). THE ELEMENTS OF A RATED ORDER ARE DISCUSSED IN SECTION 350.12 OF THE DPAS REGULATIONS. IF THIS IS A RATED ORDER, FAR CLAUSES 52.212-7 "NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE" AND 52.212-8 "DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS" WILL APPLY.

(C) IN ADDITION TO THE FOREGOING CLAUSES, SELLER MUST ALSO EXECUTE SECTION K, REPRESENTATIONS, CERTIFICATIONS & OTHER STATEMENTS OF OFFERORS, ATTACHED HERETO, AS REQUIRED.

(D) THIS ORDER WILL BE SUBJECT TO THOSE APPLICABLE FAR/DFAR CLAUSES REFERENCED ABOVE AND ANY OTHER APPLICABLE FAR/DFAR CLAUSES THAT ARE IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT TO WHICH THIS ORDER RELATES.