

**Lord Corporation FAR / DFARS Flowdowns for Commercial Items (4/15)  
Form 0602-04**

**LORD CORPORATION FAR AND DFARS FLOWDOWN PROVISIONS FOR  
PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER A U.S.  
GOVERNMENT PRIME CONTRACT**

The terms and conditions contained herein supplement the *Lord Corporation Standard Terms and Conditions* and apply to Lord Corporation Purchase Orders—under a U.S. Government Prime Contract—for Commercial Items as defined at FAR 2.101. To the extent that the Commercial Item definition does not apply to Work under the Purchase Order, then SELLER agrees that *Lord Corporation FAR/DFARS Flowdowns for Non-Commercial Items* shall be applicable, in lieu of these terms and conditions, effective as of the date of the Purchase Order.

**SECTION I: GENERAL PROVISIONS**

**1. DEFINITIONS**

The following terms shall have the meanings set forth below:

- (a) “Contract” means the instrument of contracting, such as “PO,” “Purchase Order,” or other such type designation, including all referenced documents, exhibits and attachments.
- (b) “FAR” means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, Code of Federal Regulations. The regulation and its supplements can be found at Website <http://farsite.hill.af.mil/>
- (c) “LORD CORPORATION” means Lord Corporation, acting through its business units as identified on the face of this Contract.
- (d) “LORD CORPORATION Procurement Representative” means a person authorized by LORD CORPORATION’s cognizant procurement organization to administer and/or execute this Contract.
- (e) “PO” or “Purchase Order” means this Contract.
- (f) “SELLER” means the party identified on the face of this Contract with whom LORD CORPORATION is contracting.
- (g) “Work” means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

**2. DISPUTES**

All disputes under this Contract which are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Until final resolution of any dispute hereunder, SELLER shall diligently proceed with the performance of this Contract as directed by LORD CORPORATION.

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**3. EXPORT CONTROL**

(a) SELLER agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C.2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, SELLER agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to SELLER or SELLER's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception.

(b) SELLER agrees to notify LORD CORPORATION if any deliverable under this Contract is restricted by export control laws or regulations.

(c) SELLER shall immediately notify the LORD CORPORATION Procurement Representative if SELLER is, or becomes, listed in any Denied Parties List or if SELLER's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

(d) If SELLER is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, SELLER represents that it is registered with the Office of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

(e) Where SELLER is a signatory under a LORD CORPORATION export license or export agreement (e.g., TAA, MLA), SELLER shall provide prompt notification to the LORD CORPORATION Procurement Representative in the event of changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. Government investigation, that could affect the SELLER's performance under this Contract.

**(f) SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.**

**4. GRATUITIES/KICKBACKS**

(a) SELLER shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a LORD Corporation supplier.

**(b) By accepting this Contract, SELLER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated**

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**herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.**

**5. INSPECTION AND ACCEPTANCE**

(a) LORD CORPORATION and its customer may inspect all Work at reasonable times and places, including, when practicable, during manufacture and before shipment. SELLER shall provide all information, facilities, and assistance necessary for safe and convenient inspection without additional charge.

(b) No such inspection shall relieve SELLER of its obligations to furnish all Work in accordance with the requirements of this Contract. LORD CORPORATION's final inspection and acceptance shall be at destination.

(c) If SELLER delivers non-conforming Work, LORD CORPORATION may, in addition to any other remedies available at law or at equity: (i) accept all or part of such Work at an equitable price reduction; or (ii) reject such Work.

(d) SELLER shall not re-tender rejected Work without disclosing the corrective action taken.

**6. NEW MATERIALS**

The Work to be delivered hereunder shall consist of new materials, as defined in FAR 52.211-5, not used, or reconditioned, remanufactured, or of such age as to impair its usefulness or safety.

**7. PRIORITY RATING**

If so identified, this Contract is a "rated order" certified for national defense use, and the SELLER shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

**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 SELLER without the prior written approval of LORD CORPORATION.

**9. STOP WORK**

(a) SELLER shall stop Work for up to ninety (90) days in accordance with any written notice received from LORD CORPORATION, or for such longer period of time as the parties may agree and shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the period of Work stoppage.

(b) Within such period, LORD CORPORATION shall either terminate in accordance with the provisions of this Contract or continue the Work by written notice to SELLER. In the event of a continuation, an equitable adjustment in accordance with the principles of the "Changes" clause shall be made to the price, delivery schedule, or other

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provision(s) affected by the Work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after date of notice to continue.

**10. COUNTERFEIT WORK**

(a) For purposes of this clause, 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 shall not deliver Counterfeit Work to LORD CORPORATION under this Contract.

(c) SELLER shall only purchase products to be delivered or incorporated as Work to LORD CORPORATION 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 LORD CORPORATION.

(d) SELLER shall immediately notify LORD CORPORATION with the pertinent facts if SELLER becomes aware or suspects that it has furnished Counterfeit Work. When requested by LORD CORPORATION, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

(e) 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.

(f) 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 related to the removal and replacement of Counterfeit Work, including without limitation LORD CORPORATION's costs of removing Counterfeit Work, of installing 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 LORD CORPORATION may have at law, equity or under other provisions of this Contract.

(g) SELLER shall include paragraphs (a) through (e) and this paragraph (g) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to LORD CORPORATION.

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**SECTION II: FAR / DFARS FLOWDOWN PROVISIONS**

**A. INCORPORATION OF FAR / DFARS CLAUSES**

The Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract. Any reference to a "Disputes" clause shall mean the "Disputes" Clause of this Contract.

**B. GOVERNMENT SUBCONTRACT**

This Contract is entered into by the parties in support of a U.S. Government contract. As used in the FAR / DFARS clauses referenced below and otherwise in this Contract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Contract" means the LORD CORPORATION Purchase Order and its referenced and incorporated terms and conditions.
3. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LORD CORPORATION's government prime contract under which this Contract is entered.
4. "Contractor" and "OFFEROR" means the SELLER, as defined in the LORD CORPORATION Purchase Order incorporating the terms and conditions herein, acting as the immediate (first tier) subcontractor to LORD CORPORATION.
5. "Prime Contract" means the contract between LORD CORPORATION and the U.S. Government or between LORD CORPORATION and its higher-tier contractor who has a contract with the U.S. Government.
6. "Subcontract" means any contract placed by the contractor or lower-tier subcontractors under this Contract.

**C. NOTES**

1. Substitute "LORD CORPORATION" for "Government" or "United States" throughout this clause.
2. Substitute "LORD CORPORATION Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause.
3. Insert "and LORD CORPORATION" after "Government" throughout this clause.

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4. Insert “or LORD CORPORATION” after “Government” throughout this clause.
5. Communication/notification required under this clause from/to the Contractor to/from the Contracting Officer shall be through LORD CORPORATION.
6. Insert “and LORD CORPORATION” after “Contracting Officer,” throughout the clause.
7. Insert “or LORD CORPORATION PROCUREMENT REPRESENTATIVE” after “Contracting Officer,” throughout the clause.
8. If Contractor is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to do Work on the Contract.

**D. AMENDMENTS REQUIRED BY PRIME CONTRACT**

Contractor agrees that upon the request of LORD CORPORATION it will negotiate in good faith with LORD CORPORATION relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as LORD CORPORATION may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the “Changes” clause of this Contract.

**E. PRESERVATION OF THE GOVERNMENT’S RIGHTS**

If LORD CORPORATION furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that LORD CORPORATION, acting on its own behalf, may modify or limit any rights the Government may have to authorize the Contractor’s use of such Furnished Items in support of other U. S. Government prime contracts.

**F. FAR / DFARS FLOWDOWN CLAUSES**

**REFERENCE      TITLE**

**1. The following FAR clauses apply to this Contract as indicated:**

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (Applies if this Contract exceeds \$150,000.)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) (Applies if this Contract exceeds \$150,000.)

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52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010) (Applies if this Contract exceeds \$5,000,000 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2104) (Applies if this Contract exceeds \$150,000.)

52.204-2 SECURITY REQUIREMENTS (AUG 1996) (Applies if the Work requires access to classified information.)

52.204-9 PERSONAL INDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) (Applies where Contractor will have physical access to a federally-controlled facility or access to a Federal information system.)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013) (Subparagraph (d)(2) does not apply. If Contractor meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, Contractor shall report required executive compensation by posting the information to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public.

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013) (Applies if this Contract exceeds \$30,000. Copies of notices provided by Contractor to the Contracting Officer shall be provided to LORD Corporation.)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010) (Note 2 applies in paragraph (a)(1).)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS (OCT 2010) (Note 2 applies in paragraphs (a)(1) and (b).)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014) (Note 8 applies.)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014) (Applies if this Contract exceeds \$650,000 except the clause does not apply if Contractor is a small business concern. Note 2 is applicable to paragraph (c) only. Contractor's subcontracting plan is incorporated herein by reference. Note 8 applies.)

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- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (Note 8 applies.)
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007) (Note 8 applies.)
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014) (Applies if this Contract is for \$100,000 or more. Note 8 applies.)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES ACT (JUL 2014) (Applies if this Contract exceeds \$15,000. Note 8 applies.)
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014) (Applies if this Contract is for \$100,000 or more. Note 8 applies.)
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (Applies if this Contract exceeds \$10,000. Note 8 applies.)
- 52.222-41 SERVICE CONTRACT ACT OF 1965 (MAY 2014) (Applies if this Contract is for services subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4. Note 8 applies.)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015) (Note 2 applies. In paragraph (e) Note 3 applies.)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013) (Applies if this Contract exceeds \$3,000 except for commercial services that are part of the purchase of a COTS item (or an end item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item. Note 8 applies.)
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Applies if this Contract involves hazardous material. Notes 2 and 3 apply, except for paragraph (f) where Note 4 applies.)
- 52.223-11 OZONE DEPLETING SUBSTANCES (MAY 2001) (Applies if the Work was manufactured with or contains ozone-depleting substances.)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) (Applies if this Contract exceeds \$3,000. Note 8 applies.)
- 52.225-1 BUY AMERICAN ACT – SUPPLIES (MAY 2014) (Applies if the Work contains other than domestic components. Note 2 applies to the first time “Contracting Officer” is mentioned in paragraph (c).)



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52.225-5 TRADE AGREEMENTS (NOV 2012) (Applies if the Work contains other than U.S.-made or designated country end products as specified in the clause.)

52.225-8 DUTY FREE ENTRY (OCT 2010) (Applies if Work will be imported into the Customs Territory of the United States. Note 2 applies.)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) (Applies only if the Prime Contract contains this clause.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Applies if this Contract exceeds \$150,000. Notes 2 and 4 apply.)

52.227-9 REFUND OF ROYALTIES (APR 1984) (Applies when reported royalty exceeds \$250. Note 1 applies except for the first two times “Government” appears in paragraph (d). Note 2 applies.)

52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014) (Applies if this Contract includes, at any tier, experimental, developmental, or research Work and Contractor is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the LORD Corporation Procurement Representative identified on the face of this Contract. FAR 52.227-13 applies in lieu of this clause if Contractor is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.)

52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (Applies if this Contract involves Work on a Government installation. Note 2 applies. Note 4 applies to paragraph (b). Unless otherwise specified by this Contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994) (Notes 1 and 2 apply.)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2014)

52.245-1 GOVERNMENT PROPERTY (APR 2012) (ALT I) (APR 2012) (“Contracting Officer” means “LORD Corporation” except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes LORD Corporation. “Government” is unchanged in the phrases “Government property” and “Government furnished property” and where elsewhere used

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except in paragraph (d)(1) where it means “LORD Corporation” and except in paragraphs (d)(2) and (g) where the term includes LORD Corporation. The following is added as a paragraph (n) “Contractor shall provide to LORD Corporation immediate notice if the Government or other customer (i) revokes its assumption of loss under any direct contracts with Contractor, or (ii) makes a determination that Contractor’s property management practices are inadequate, and/or present an undue risk, or that Contractor has failed to take corrective action when required.”)

52.247-63 PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003) (Applies if this Contract involves international air transportation.)

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)

**2. The following DFARS clauses apply to this Contract as indicated:**

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

252.203-7003 AGENCY OFFICE OF INSPECTOR GENERAL (DEC 2012) (Applies when FAR 52.203-13 applies to this Contract.)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991) (Applies if the Prime Contract contains this clause.)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013) (Note 2 Applies to paragraph (b)(1)(ii). Reports required under paragraph (d) shall be made through LORD Corporation. Note 6 applies to paragraph (d)(5).)

252.211-7000 ACQUISITION STREAMLINING (OCT 2010) (Applies if this contract exceeds \$1.5M. Note 1 applies.)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (DEC 2013) (Applies if this Contract requires the Work to contain unique item identification. Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to LORD Corporation. “Government” means “LORD Corporation” except in the definition of “issuing agency” in paragraph (a).)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (OCT 2014) (Applies if FAR 52.219-9 applies to this Contract.)

252.223-7001 HAZARD WARNING LABELS (DEC 1991) (Applies if this Contract requires the delivery of hazardous materials.)

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252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 2012) W/ALT I (NOV 1995) (Applies if Contract requires Work on a DoD installation.)

252.223-7008 PROHIBITION ON HEXAVALENT CHROMIUM (JUN 2013) (Note 2 applies.)

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2012) (Applies if the Work contains other than domestic components. Applies in lieu of FAR 52.225-1.)

252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006) (Applies if Contractor is supplying items on the U.S. Munitions list.)

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014) (Applies if the Work to be furnished contains specialty metals. **As modified by Clause #410 in LORD Purchase Order Supplement Form 460.**)

252.225-7013 DUTY-FREE ENTRY (NOV 2014) (Notes 1 and 2 apply in subparagraph (c). Applies in lieu of FAR 52.225-8.)

252.225-7021 TRADE AGREEMENTS (NOV 2014) (Applies if the Work contains other than U.S.-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5.)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) (Applies if this Contract exceeds \$500,000. Note 2 applies to paragraph (c) the first time “Contracting Officer” appears. In subparagraph (f)(1) “Contractor” shall mean “LORD Corporation.” LORD Corporation shall have no liability to Contractor for any incentive payment under this clause unless and until the Government provides said incentive payment to LORD Corporation.)

252.227-7013 RIGHTS IN TECHNICAL DATA – NON-COMMERCIAL ITEMS (FEB 2014) (Applies in lieu of FAR 52.227-14.)

252.227-7014 RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014) (Applies in lieu of FAR 52.227-14.)

252.227-7015 TECHNICAL DATA – COMMERCIAL ITEMS (FEB 2014)

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252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP 2011)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013)

252.239-7018 SUPPLY CHAIN RISK (NOV 2013) (Applies if this Contract involves the development or delivery of any information technology, whether acquired as a service or as a supply. Note 4 applies.)

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS) (JUN 2013)

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (Applies if this Contract is for (i) parts identified as critical safety items; (ii) systems or subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. Contractor shall provide notifications to LORD Corporation and the contracting officer identified to Contractor.)

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (MAY 2014) (Paragraphs (a) through (e) apply. In paragraph (c)(2) Note 3 applies. In paragraph (c)(6) Note 6 applies.)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) (Applies in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below \$150,000. Notes 1 and 2 apply to paragraph (g).)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (Notes 1 and 2 apply.)

252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (OCT 2010) (Applies if this Contract exceeds \$650,000. Note 2 applies. Delete paragraph (d)(1) and the first five words of paragraph (d)(2).)

## **G. CERTIFICATIONS AND REPRESENTATIONS**

**1. This clause contains certifications and representations that are material representations of fact upon which LORD CORPORATION will rely in making awards to Contractor. By submitting its written offer, or providing oral offers/quotations at the request of LORD CORPORATION, or accepting any Contract, Contractor certifies to the representations and certifications as set forth below in this clause. These certifications shall apply whenever these terms and**

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**conditions are incorporated by reference in any Contract, agreement, other contractual document, or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by LORD CORPORATION. Contractor shall immediately notify LORD CORPORATION of any change of status with regard to these certifications and representations.**

**(a) FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions** (Applicable to solicitations and contracts exceeding \$150,000)

(1) Definitions. As used in this provision—

“Lobbying contact” has the meaning provided in 2 U.S.C. 1602(8)

The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR Clause entitled “Limitation on Payments to Influence Certain Federal Transactions” (FAR 52.203-12).

(2) Prohibition. The prohibition and exceptions contained in the FAR clause entitled “Limitation on Payments to Influence Certain Federal Transactions” (FAR 52.203-12) are hereby incorporated by reference in this provision.

(3) Certification. Contractor hereby certifies to the best of its knowledge and belief that no Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(4) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, Contractor shall complete and submit, with its offer, to LORD CORPORATION OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Contractor need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(5) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each failure.

**(b) FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.**

(1) Contractor certifies to the best of its knowledge and belief, that:

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(i) Contractor and/or its Principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated in subdivision (1)(i)(B) of this provision; and

(ii) Contractor has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal Taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal Tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec 6320 entitling the taxpayer to

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request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to the I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

(3) Contractor shall provide immediate written notice to LORD CORPORATION if, at any time prior to contract award, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The certification in paragraph (1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available, LORD CORPORATION may terminate this contract for default.

(c) **FAR 52.222-22 Previous Contracts and Compliance Reports.** Contractor represents that if Contractor has participated in a previous contract or subcontract subject to Equal Opportunity clause (FAR 52.222-26): (i) Contractor has filed all required compliance reports, and (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(d) **FAR 52.222-25 Affirmative Action Compliance.** Contractor represents: (i) that Contractor has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (ii) that in the event such a program does not presently exist, Contractor will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of this Contract.