



## Additional Purchasing Terms applicable to purchases made by TT Electronics pursuant to a U.S. Government Contract

- 1) **Re Inspection and Acceptance of Goods:** Supplier shall maintain authenticated inspection and test reports, affidavits, certifications and other documents which relate to work performed under any Order for a period of three (3) years from final payment of any Order, and shall make such information available upon request to TT. If any Order supports a U.S. Government contract, Federal Acquisition Regulation (FAR) 52.246-2 (Aug 1996) shall also apply.
- 2) **Re Cancellation of Orders:** In the event that any Order is placed in furtherance of TT's performance of a contract or subcontract for the benefit of the U.S. Government, TT may terminate work under any Order in accordance with FAR Section 52.249-2 (Termination for Convenience of the Government (May 2004)); provided, however, that TT's obligation shall in no event exceed the total firm amount of any Order, and TT will pay the Supplier at such time as TT is paid by the U.S. Government.
- 3) **Re Disputes/Remedies:** If a U.S. Government Contracting Officer issues a final decision relating directly or indirectly to this Agreement and such decision is binding upon TT, then such decision shall in turn be binding upon Supplier, and Supplier shall not be entitled to additional compensation or reimbursement for compliance therewith.
- 4) **Re Controlling Law:** Any provision in this Agreement that is (i) incorporated in full text or by reference from the FAR, or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR, or (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the U.S. Government. The United Nations Convention on Contracts for the International Sale of Goods is excluded and shall not apply.
- 5) **Re Government Property:** If any tooling, test equipment or materials of any type designated as U.S. Government property is furnished to Supplier in connection herewith, Supplier assumes complete liability therefore except for reasonable wear and tear and except to the extent that such property is consumed in the performance of this Agreement. Unless otherwise provided on the face of this Agreement, Supplier shall comply with FAR 52.245-1.
- 6) **Re Government Contracts:** If any Order pursuant to this Agreement is under a U.S. Government prime contract or a subcontract, the following FAR provisions shall also apply. Supplier shall hold TT harmless from any liability resulting from failure to comply with such FAR provisions.

The FAR sections listed below are incorporated herein by reference, except that the terms "Government," "United States" and "Contracting Officer" and equivalent phrases shall mean "TT" (unless the context clearly indicates otherwise), the terms "Contractor" or "Subcontractor" shall mean "Supplier" and "contract" shall mean this Agreement.

52.202-1	Definitions (Jul 2004)
52.203-3	Gratuities (Apr 1984) <i>(for subcontracts over \$150,000 only)</i>
52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006) <i>(for subcontracts over \$150,000 only)</i>
52.203-7	Anti-Kickback Procedures (Oct 2010) <i>(for subcontracts over \$150,000 only)</i>
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010) <i>(for subcontracts over \$150,000 only)</i>
52.203-13	Contractor Code of Business Ethics and Conduct (Apr 2010) <i>(for subcontracts over \$5 million only)</i>
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (Dec 2010) <i>(for subcontracts over \$30,000, except for commercially available off-the-shelf items)</i>
52.211-5	Material Requirements (Aug 2000)
52.211-15	Defense Priority and Allocation Requirements (Apr 2008)
52.222-3	Convict Labor (Jun 2003)
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (Jul 2005) <i>(for subcontracts over \$150,000 only)</i>
52.222-20	Walsh-Healey Public Contracts Act (Oct 2010)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)
52.222-26	Equal Opportunity (Mar 2007)
52.222-35	Equal Opportunity for Veterans (Sep 2010) <i>(for subcontracts over \$100,000 only)</i>
52.222-36	Affirmative Action for Workers with Disabilities (Oct 2010)
52.222-37	Employment Reports on Veterans (Sep 2010)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
52.222-50	Combating Trafficking in Persons (Feb 2009)
52.225-1	Buy American Act Supplies (Sep 2009)
52.244-6	Subcontracts for Commercial Items (Dec 2013)

- 7) **Re FAR 52.222-25 Affirmative Action Compliance (APR 1984):** Supplier represents that (a) it 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 (b) it has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.