



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) **FAR and DFAR Clauses Applicable to Commercial Products and Commercial Services:** The following FAR provisions and clauses in effect as of the date of the prime contract are incorporated herein, with the same force and effect as if they were given in full text. Upon Seller's request, Buyer's Purchasing Representative will make their full text available. Also, the full text of a FAR provision or clause may be accessed electronically at these addresses: <http://farsite.hill.af.mil/> or <https://www.acquisition.gov/far/>. In all provisions and clauses listed herein, terms shall be revised to suitably identify the party to establish Seller's obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract or higher tier subcontract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term "Government" and equivalent phrases shall mean "Buyer", the term "Contracting Officer" shall mean "Buyer's Purchasing Representative", the term "Contractor" or "Offeror" shall mean "Seller", "Subcontractor" shall mean "Seller's Subcontractor" under



this Purchase Order, and the term “Contract” shall mean this “Purchase Order”. The seller shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR provisions and clauses in accordance with the flow down requirements specified in such clauses. If any of the FAR/DFARS clauses contained herein do not apply to this Order due to the nature of the work performed (for instance, FAR 52.225-26, “Contractors Performing Private Security Functions Outside the United States” would not apply if this Order is not for Private Security Functions Outside the US), such clauses are considered not applicable to this Order.

The Following FAR Clauses are Applicable to Purchase Orders.

- (i) 52.203-3, Gratuities
- (ii) 52.203-5, Covenant Against Contingent Fees
- (iii) 52.203-6, Restrictions on Subcontractor Sales to the Government
- (iv) 52.203-7, Anti-Kickback Procedures
- (v) 52.203-8, Cancellation, Rescission, and Recovery of the Funds for Illegal or Improper Activity
- (vi) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity
- (vii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- (viii) 52.203-12, Limitation on Payments to Influence Certain Federal Transactions
- (ix) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)
- (x) 52.203-14, Display of Hotline Posters
- (xi) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5)
- (xii) 52.203-16, Preventing Personal Conflicts of Interest
- (xiii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).
- (xiv) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation
- (xv) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).
- (xvi) 52.204-1, Approval of Contract
- (xvii) 52.204-2, Security Requirements
- (xviii) 52.204-3, Taxpayer Identification



- (xix) 52.204-5, Women-Owned Business (Other Than Small Business)
- (xx) 52.204-6, Unique Entity Identifier
- (xxi) 52.204-7, System for Award Management
- (xxii) 52.204-8, Annual Representations and Certifications
- (xxiii) 52.204-9, Personal Identify Verification of Contractor Personnel
- (xxiv) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards
- (xxv) 52.204-12, Unique Entity Identifier Maintenance
- (xxvi) 52.204-13, System for Award Management Maintenance
- (xxvii) 52.204-14, Service Contract Reporting Requirements
- (xxviii) 52.204-15, Service Contract Reporting Requirements
- (xxix) 52.204-16, Commercial and Government Entity Code Reporting
- (xxx) 52.204-17, Ownership or Control of Offeror
- (xxxi) 52.204-18, Commercial and Government Entity Code Maintenance
- (xxxii) 52.204-19, Incorporation by Reference of Representations and Certifications
- (xxxiii) 52.204-20, Predecessor of Offeror
- (xxxiv) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)
- (xxxv) 52.204-22, Alternative Line-Item Proposal
- (xxxvi) 52.204-23, Prohibition on Contracting for Hardwar, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities
- (xxxvii) 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
- (xxxviii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (xxxix) 52.204-26, Covered Telecommunications Equipment or Services-Representation
- (xxxx) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (xxxxi) 52.204-28, Federal Acquisition Supply Chain Security Act Orders – Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-agency Contracts
- (xxxii) 52.204-29, Federal Acquisition Supply Chain Act Orders – Representation and Disclosures



(xxxxiii) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

(xxxxiv) 52.211-15, Defense Priority and Allocation Requirements (DPAS)

(xxxxv) 52.219-8, Utilization of Small Business Concerns

(xxxxvi) 52.219-9, Small Business Subcontracting Plan

(xxxxvii) 52.222-21, Prohibition of Segregated Facilities

(xxxxviii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(xxxxix) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212(a));

(xxxxx) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C.793).

(xxxxxi) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).

(xxxxxii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(xxxxxiii) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

(xxxxxiv) 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (Jan 2022).

(xxxxxv) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxxxxvi) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(xxxxxvii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxxxxviii) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities.

(xxxxxix) 52.242-15 Stop-Work Order

(xxxxxx) 52.244-6, Subcontracts for Commercial Products and Commercial Services

(xxxxxxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C.2631).

DFARs Clauses Applicable to Commercial Products and Commercial Services.

The following DFARs provisions and clauses in effect as of the date of the prime contract are incorporated herein, with the same force and effect as if they were given in full text. Upon Seller's request, Buyer's Purchasing Representative will make their full text available. Also, the full text of a FAR provision or clause may be accessed electronically at these addresses: <https://www.acquisition.gov/dfars/> . In all provisions and clauses listed herein, terms shall be revised to



suitably identify the party to establish Seller's obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract or higher tier subcontract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term "Government" and equivalent phrases shall mean "Buyer", the term "Contracting Officer" shall mean "Buyer's Purchasing Representative", the term "Contractor" or "Offeror" shall mean "Seller", "Subcontractor" shall mean "Seller's Subcontractor" under this Purchase Order, and the term "Contract" shall mean this "Purchase Order". The seller shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR provisions and clauses in accordance with the flow down requirements specified in such clauses.

The Following DFARs Clauses are Applicable to Purchase Orders Issued in Any Dollar Amount.

- (i) 252.204-7000 – Disclosure of Information
- (ii) 252.230-7002 Requirement to Inform Employees of Whistleblower Rights
- (iii) 252.204-7004 Anti-Terrorism Awareness Training for Contractors
- (iv) 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
- (v) 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting
- (vi) 252.204-7014 Limitations on Use or Disclosure of Information by Litigation Support Contractors
- (vii) 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support
- (viii) 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
- (ix) 252.204-7020 NIST SP 800-171 DoD Assessment Requirements
- (x) 252.204-7021 Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements
- (xi) 252.211-7003 Item Unique Identification and Valuation
- (xii) 252.223-7008 Prohibition of Hexavalent Chromium
- (xiii) 252.223-7009 Prohibition of Procurement of Fluorinated Aqueous Film-Forming Foam Fire-Fighting Agent for Use on Military Installations
- (xiv) 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals
- (xv) 252.225-7048 Export-Controlled Items
- (xvi) 252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten
- (xvii) 252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime
- (xviii) 252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region



(xix) 252.225-7967 Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-00006)

(xx) 252.227-7015 Technical Data – Commercial Products and Commercial Services

(xxi) 252.227-7037 Validation of Restrictive Marking on Technical Data

(xxii) 252.239-7010 Cloud Computing Services

(xxiii) 252.244-7000 Subcontracts for Commercial Products or Commercial Services

(xxiv) 252.245-7005 Management and Reporting of Government Property

(xxv) 252.246-7003 Notification of Potential Safety Issues

(xxvi) 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System

(xxvii) 252.246-7008 Sources of Electronics Parts

The Following DFARs Clauses are Applicable to Purchase Orders Issued Over \$750,000.

(xxviii) 252.219-7003 Small Business Subcontracting Plan (DoD Contracts)

The Following DFARs Clauses are Applicable to Purchase Orders Issued Over \$1,500,000.

(xxix) 252.211-7000 – Acquisition Streamlining

The Following DFARs Clauses are Applicable to Purchase Orders Issued Over \$50,000,000.

(xxx) 252.234.7004 – Cost and Software Data Reporting System