

Martin-Baker America, Inc.
PURCHASE ORDER – STANDARD TERMS AND CONDITIONS
April 1, 2022

This document, together with the attachments appended hereto constitutes the Terms and Conditions for the Contract between the parties, and acceptance is strictly limited to the Terms and Conditions contained herein. **Additional or differing terms, conditions or limitations of liability proposed by the Seller, whether in a quote, acceptance or delivery document shall have no effect unless accepted in writing by the Buyer.**

1. DEFINITIONS: Words, as employed in this Agreement shall have their normally accepted meanings. The following terms shall have the described meaning:

- (a) "Buyer" shall mean Martin-Baker America, Inc. and/or the entity identified as the Buyer in this Contract.
- (b) "Contract" shall mean the Purchase Order, these General Terms and Conditions, and any special conditions appended hereto or documents incorporated herein.
- (c) "Goods or Services" shall mean those Goods or Services identified in this Contract, which may be changed from time to time by the mutual written agreement of the parties.
- (d) "Seller" shall mean the party identified as the Seller of Goods and Services in this Contract.

2. PARTIES TO THE AGREEMENT: "Buyer" and "Seller" are the only parties to the agreement.

3. ACCEPTANCE OF PURCHASE ORDER: This order is Buyer's offer to Seller for the materials or work specified to be performed hereunder together with any attachments specifically incorporated or referenced. This order contains the entire agreement between Buyer and Seller with respect to such materials or work and supersedes any other agreements or understanding made to the date hereof. This offer shall become a Contract on the Terms and Conditions stated herein upon agreement by the Seller by:

- (a) Return of the Purchase Order acknowledgement to furnish the goods or services to these Terms and Conditions, or
- (b) Seller's commencement of such performance, or
- (c) acceptance of payment.

No change, modification or revision of this order shall be valid unless as agreed to in writing by the Buyer.

4. CONTRACT DIRECTION:

(a) Only the Buyer's Procurement Representative has authority on behalf of Buyer to make changes to this Contract. All amendments must be identified as such in writing and executed by the parties.

(b) Buyer's engineering and technical personnel may from time to time render assistance or give technical advice or discuss or effect an exchange of information with Seller's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Contract and shall not be the basis for equitable adjustment.

(c) Except as otherwise provided herein, all notices to be furnished by Seller shall be in writing and sent to the Buyer's Procurement Representative.

5. CONFLICTS/ORDER OF PRECEDENCE: If any conflicts occur in the provisions of the foregoing Terms and Conditions, or any specifications attached hereto, then such conflicting provisions shall prevail in the following order of precedence:

- (a) Any typed provisions on the face of the Buyer's Purchase Order specifically modifying the terms of this Contract;
- (b) PU-002 Purchase Order Terms and Conditions;
- (c) Technical documents, specifications and/or drawings.

6. DELIVERY: Seller shall adhere strictly to all Purchase Order schedules. Time is and shall remain of the essence in the performance of this Contract. Deliveries shall be in accordance with the order schedule and in exact quantities. The goods or services and all other purchase order requirements must be delivered by the date(s) specified but must not be delivered earlier than two (2) weeks prior to such date(s) unless prior approval for earlier delivery is provided in writing by the Buyer. If a delivery cannot be made in a single lot/batch, please notify the buyer in advance to gain approval for multiple batch shipments.

Martin-Baker America, Inc.
PURCHASE ORDER – STANDARD TERMS AND CONDITIONS
April 1, 2022

7. NOTICE OF DELAY: Seller shall notify the Buyer in writing immediately of any actual or potential delay to the performance of this Contract. Such notice shall include a revised schedule and shall not constitute a waiver to Buyer's rights and remedies hereunder. If Seller's deliveries will not meet the schedule, Buyer may request Seller to ship via routing necessary to meet schedule or recover time lost by non-delivery on schedule; the difference between revised routing and order routing costs shall be paid by Seller. Failure by Seller to complete delivery within the time specified shall, in addition to Buyer's other rights and remedies, relieve Buyer of obligation to accept and pay for material or work not already accepted by the Buyer. Substitutions will not be accepted without Buyer's written authorization.

8. RIGHT OF ACCESS: Buyer and Buyer's customer each reserve the right to inspect, test and/or audit any or all work or documentation included in this Agreement at the Seller's facility, at any time and/or place, including the place of manufacture. Seller is required to reserve the right of Buyer and Buyer's customer to perform verification at Seller's lower tier subcontractor facilities to the extent necessary to assure product conformance and integrity. If any inspection or test is made on Seller's or Seller's subcontractor premises, Seller, without additional charge, shall provide all reasonable facilities, assistance and applicable documentation for the safety and convenience of Buyer and Buyer's customers. Such inspections and test shall be performed in such a manner as not to unduly delay the work. Buyer verification shall not, in any way, replace Seller's source inspection or relieve the Seller of the responsibility for ensuring product quality. All articles are also subject to final inspection and acceptance at Buyer's plant notwithstanding any payments or other prior inspections. Upon request, Seller must submit test specimens for production method, number, and storage conditions, for design approval, inspection, investigation, or audit.

9. NONCONFORMING PRODUCT: Seller may attempt to obtain authorization to ship nonconforming products or materials by submitting a request for Waiver of the nonconforming conditions. The written request at a minimum must include the purchase order & line-item numbers, part number and revision, a detailed description of nonconformance(s), quantity, batch and serial numbers. In the event that a Waiver

is requested, Seller may be assessed a charge to offset the administrative and technical assessment costs of preparing and submitting the Waiver. This cost would be assessed regardless of whether the Waiver is approved by Buyer's customer. Processing of a Request for Waiver does not guarantee Customer approval of the Request for Waiver. Buyer will provide Seller with a written response indicating rejection or acceptance of the Waiver Request.

Seller is obligated to notify Buyer in writing of any nonconforming condition(s) identified post-delivery of products and materials shipped to Buyer. Written notification of nonconforming condition(s) must be submitted to Buyer within 5 days and must include the pertinent information as noted above for Waiver requests.

10. PACKING: Unless otherwise specified, standard commercial preservation, packing and packaging is acceptable. Do not make any charges for packaging or boxing since Buyer will not allow such charges. No charges will be allowed for transportation, packaging, packing or returnable containers unless stated in this Agreement. Seller shall prepare and pack the articles to prevent damage and deterioration and to comply with carrier tariffs and Buyer's specifications, if any. Damage to any articles resulting from improper packaging will be charged to Seller.

11. EXPORT CONTROL: Seller shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598 (collectively, "Trade Control Laws"). Seller shall obtain all required export licenses and agreements necessary to perform SELLER's Work, as applicable.

12. PACKING SLIP: If a Certificate of Conformance is not required, seller must include with each shipment of goods a packing slip which displays (where applicable)

- (a) The purchase order number & line-item number,
- (b) The item nomenclature/description
- (c) The item part number (Buyer's or Seller's)
- (d) The quantity of items

13. VARIATIONS IN QUANTITY: Unless written pre-approval is received from the Buyer, no variations

Martin-Baker America, Inc.
PURCHASE ORDER – STANDARD TERMS AND CONDITIONS
April 1, 2022

in quantity are authorized. Buyer prefers and will consider adding over run quantities to Purchase Order line items provided they are reasonable. Seller must notify Buyer of quantity to be supplied in writing and will be authorized to ship additional quantities after having received and signed a revised Purchase Order acknowledgement.

14. HAZARDOUS MATERIALS: If the materials or processes called for herein are known or suspected to be hazardous or toxic, then the outside of the container and packing sheet is to be identified with all appropriate markings and notifications in accordance with all state and federal regulations. Buyer requires notification of specification or composition changes that may alter product properties, health effects, utility, or quality, including product impurities. Seller shall provide an SDS for each of the HAZMAT products listed herein.

15. CUSTOMER FURNISHED MATERIAL: All property used by Seller in connection with this Agreement which is owned, furnished, charged to, or paid for by Buyer including, but not limited to, materials, tools, dies, jigs, molds, patterns, fixtures, equipment, drawings and other technical information, specifications, and any replacement thereof, shall be and remain the property of Buyer subject to removal and inspection by Buyer at any time without cost or expense to Buyer and Buyer shall have free access to Seller's premises for the purpose of inspecting or removing such property. All such property shall be identified and marked as Buyer's property, used only for this Agreement and adequately insured by Seller at its expense for buyer's protection. Seller shall assume all liability for and maintain and repair such property and return the same to Buyer in its original condition, reasonable wear and tear accepted and when such property is no longer required hereunder, Seller shall furnish Buyer with a list thereof and shall comply with any Buyer disposition instructions applicable thereto. Buyer shall not be obligated to pay any invoices for tooling until the first article produced therefrom shall have been received and accepted. (b) Materials furnished by Buyer on other than a charge basis in connection with this Agreement shall be deemed to be held by Seller as Bailee thereof. Seller agrees to pay Buyer's replacement cost for all such material spoiled or otherwise not satisfactorily accounted for over and above 2% thereof allowable for scrap loss.

16. INVOICES AND PAYMENT: Payment terms are as negotiated between buyer and seller. Net terms are after actual receipt of Goods and/or Services. At a minimum, the following items shall appear on invoice, otherwise delays or rejection of invoices occur:

- (a) Purchase Order number & line item
- (b) Part Number
- (c) Item Description
- (d) Unit Price

Invoices shall be emailed in separate PDF files to accountspayable@m-bamerica.com when Goods are shipped, but the time for payment shall not commence before Buyer's actual or scheduled receipt, whichever is later. Buyer may withhold payment for shortages and/or non-conforming Goods or Services. If no opportunity to withhold is available rather than a credit, Seller is to return the payment in full.

17. WARRANTY: Unless otherwise agreed to in writing by the parties, Seller warrants those articles ordered to specifications will conform thereto and to any drawings, samples or other description furnished or adopted by Buyer, or, if not ordered to specifications, will be fit and sufficient for the purpose intended, and that all articles will be merchantable, of good material and workmanship, and free from defect. Such warranties, together with Seller's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the articles and shall run to Buyer, its successors, assignees, and customers. Except for latent defects, fraud, or such gross mistakes of Seller as amount to fraud, notice of any defect or nonconformity must be given by Buyer to the Seller within one (1) year after delivery, or one (1) year after receipt of satisfactory qualification test reports, if required hereunder, whichever is later. Buyer may, at its option, either return for credit or refund or require prompt correction or replacement of the defective or nonconforming article or part thereof. Return to Seller of any defective or nonconforming article and delivery to Buyer of any corrected or replaced articles shall be at Seller's expense. Defective or nonconforming articles shall not be corrected or replaced unless specified on Buyer's written order.

18. REJECTION: If Seller delivers nonconforming Goods or Services, Buyer may, at its option and Seller's expense:

- (a) Return the goods for refund or credit,
- (b) Require the seller to promptly correct or replace the goods or services,
- (c) Correct the nonconformance, or

Martin-Baker America, Inc.
PURCHASE ORDER – STANDARD TERMS AND CONDITIONS
April 1, 2022

- (d) Process a Request for Waiver of nonconforming condition(s) on Sellers behalf and at Sellers expense subject to costs below, or
- (e) Obtain conforming goods or services from another source.

Buyer shall specify the reason for any return or rejection of nonconforming Goods or Services and/or shall describe the action taken. Seller shall provide Buyer with a Return Material Authorization (RMA) and a credit will be taken for the invoiced value upon notification from Buyer of goods being returned. Seller shall be liable for any increase in costs, including procurement costs, attributable to Buyer's rejection of the nonconforming Goods or Services. Seller may attempt to obtain a Waiver of the requirements for the nonconforming conditions of returned products or materials. The written request at a minimum must include the purchase order & line-item numbers, part number and revision, a detailed description of nonconformance(s), quantity, batch and serial numbers. In the event a Waiver is requested, Seller may be assessed a charge to offset the administrative and technical assessment costs of preparing and submitting the Waiver. This cost would be assessed regardless of whether the Waiver is approved by Buyer's customer. Processing of a Request for Waiver does not guarantee Customer approval of the Request for Waiver. Buyer will provide Seller with a written response indicating rejection or acceptance of the Waiver Request.

19. CHANGES: Buyer may, at any time by written notice, make changes in the specifications, designs or drawings, samples, or other description to which the articles are to conform, in methods of shipments and packaging, or place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule, or both, and this Agreement shall be modified in writing accordingly. Any claim by Seller for an adjustment shall be made in writing within thirty (30) days of the receipt of any such notice. Nothing in this clause shall excuse the Seller from proceeding without delay to perform this Agreement as changed.

20. TITLE AND RISK OF LOSS: Unless otherwise provided in this order, Seller shall have title to and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this order at the FOB point specified. Upon such delivery title shall pass from Seller to

Buyer and Seller's responsibility for loss or damage shall cease except for loss or damage resulting from Seller's negligence or failure to comply with this order. Passing of title upon such delivery shall not constitute acceptance of the items by Buyer.

21. STOP WORK: Buyer may, at any time by written order to the Seller, require Seller to stop all or any part of the work called for this Agreement for a period of ninety (90) days and for any further period to which the parties may agree. Upon receipt of the stop work order, Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by this Agreement. At the expiration of the stop work order Buyer shall either cancel the stop work Agreement or cancel this Agreement as provided in the Termination and Defaults clause of this Agreement.

22. FORCE MAJEURE: If delivery is delayed by some cause totally outside the control of the Seller, then Seller shall provide written notice of such cause within seven (7) days of occurrence and Buyer may then (but without prejudice to its other rights) allow such extra time for delivery as reasonable under the circumstances.

23. TERMINATION AND DEFAULTS:

(a) Buyer may by notice in writing direct Seller to terminate this purchase order or work under this purchase order in whole or in part, at any time, and such termination shall not constitute default. In such event, unless Seller shall have defaulted or been in default in performance hereof, Buyer and Seller shall have all rights and obligations accruing to it both at law or in equity, including Buyer's rights to title and possession of goods paid for. Seller shall be reimbursed for actual, reasonable, substantiated and allowable costs, plus a reasonable profit for work performed to date of termination. Buyer may take immediate possession of all work so performed upon notice of termination. Seller's obligations under the warranty, intellectual property, and confidentiality provisions of this purchase order shall survive such termination.

(b) Buyer may, by written notice of default to Seller, terminate the whole or any part of this order in any one of the following circumstances: (i) if Seller fails to make delivery of the supplies to perform the services within the time specified herein or any extension thereof; or if (ii) Seller

Martin-Baker America, Inc.
PURCHASE ORDER – STANDARD TERMS AND CONDITIONS
April 1, 2022

fails to perform any of the provisions of this order or so fails to make progress as to endanger performance of this order in accordance with its terms and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as Buyer may authorize in writing) after receipt of notice from the Buyer specifying such failure; or (iii) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; (iv) if Seller fails to provide Buyer, within a reasonable time after demand by Buyer, written assurance of due performance by Seller; or (v) prime contract is terminated for convenience by the Government.

(c) If this order is so terminated (for items "i through v"), Buyer may procure or otherwise obtain, upon such terms and in such manner as Buyer may deem appropriate, supplies or services similar to those terminated. Seller, subject to the exceptions set forth below shall be liable to Buyer for any excess costs of such similar supplies or services along with additional administrative costs tied to procurement actions.

(d) Seller shall transfer title and deliver to Buyer, in the manner and to the extent requested in writing by Buyer at or after termination such complete articles, partially completed articles and materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, information and contract rights as Seller has produced or acquired as part of the contract. Buyer will pay Seller the contract price for completed articles delivered to and accepted by Buyer and the fair value of the other property of Seller so requested and delivered.

(e) Seller shall continue performance of this order to the extent not terminated. Buyer shall have no obligations to Seller in respect to the terminated part of this order except as herein provided. Buyer's rights as set forth herein shall be in addition to Buyer's other rights in case of Seller's default, whether set forth in the order or not.

24. SETOFF: Upon notice to Seller, Buyer may deduct from the amount due Seller under this Agreement either damages for any breach of this Agreement or amounts otherwise due Buyer from Seller, irrespective of whether the deduction is related to the goods or services provided by this Agreement. If no opportunity occurs to setoff, Seller is to return the payment in full.

25. USE OF DESIGN, DATA, ETC: Information provided by Buyer to Seller remains the property of Buyer. Seller shall comply with the terms of any Non-Disclosure Agreement with Buyer and comply with all proprietary information markings and restrictive legends applied by Buyer to anything provided hereunder to Seller. Seller agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by Buyer and use such items only in the production of items under this order or other orders, from Buyer, and not otherwise, unless Buyer's written consent is first obtained. Upon completion/termination of this order, Seller shall return all such items to Buyer or seek disposition directions from Buyer. Buyer will not pay for any tooling unless specifically agreed upon.

26. INDEMNIFICATION AGAINST INFRINGEMENT: Seller agrees to indemnify Buyer, its successors, assignees, customers and agent from any and all costs, expenses and damages on account of any claim that any of the material covered by this Contract (except material made to Buyer's detailed designs) infringes on United States Letters Patent, copyright or trademark, or that the same is a violation of any trade secret.

27. NOTICE OF LABOR DISPUTE: Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer. This requirement will flow down to Seller's subcontractors under this order.

28. NOTICE OF FACILITY, CERTIFICATION AND PRODUCT MANUFACTURING PROCESS CHANGES: Seller shall notify Buyer immediately in writing of any changes to facilities size, location or ownership and changes in status of applicable third-party Quality Management System certifications. Seller shall also agree to notify Buyer immediately, for approval of any proposed changes or changes made to manufacturing processes and special processes used in the manufacture and processing of deliverable product. Failure of the Seller to notify Buyer of these changes may result in disapproval as a Supplier and suspension or cancelation of orders pending corrective action and an onsite audit for re-approval.

29. CLEARANCE OF MATERIAL INTENDED FOR PUBLIC RELEASE: No news release,

Martin-Baker America, Inc.
PURCHASE ORDER – STANDARD TERMS AND CONDITIONS
April 1, 2022

advertisements, public announcement, denial or confirmation of same relating to any part of the subject matter of this order or any phase of any project hereunder shall be made directly or indirectly without prior written approval of Buyer.

30. COMPLIANCE WITH LAWS: In the performance of this Agreement, Seller shall comply with all applicable federal, state and local laws and regulations. This Contract shall be governed by the laws of the State of Pennsylvania.

31. DISPUTES: If any claim or controversy arising out of this Agreement cannot be settled by the parties themselves, the parties agree to attempt in good faith to resolve such claim or controversy by mediation. Any dispute, which is not settled by agreement of the parties by such mediation, may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or other settlement of any dispute arising under this Agreement, Seller shall proceed diligently with the performance of this Agreement in accordance with the decision of Buyer.

32. SUBCONTRACTING: Subcontracting shall be compliant to QA-013 and suppliers are also responsible for the flow down of all applicable contractual requirements including key characteristics when required.

33. ETHICAL STANDARDS OF CONDUCT: Seller shall neither receive nor give any gifts or gratuities in connection with this Contract. Seller's employees are required to conduct company business with integrity and maintain a high standard of conduct in all business-related activities. Seller shall not participate in any unethical conduct during performance of this Contract as ethical integrity is of the highest importance. Seller shall not engage in any personal, business, or investment activity that may be defined as a conflict of interest, whether real or perceived.

34. SAFETY & PRODUCT CONFORMITY: Seller shall ensure that good aerospace practices regarding product and personnel safety are in constant adherence by all employees as they have a direct contribution to product safety. Seller shall also ensure that all employees are aware of their contribution to product or service conformity.

35. GOVERNMENT RATINGS: Buyer purchase orders may be subject to government priority ratings.

If a government rating is invoked, the following statement is applicable: "This is a rated order certified for national defense use, and you are required to follow all provisions of the Defense Priorities and Allocations System regulation (15 CFR 700). "(FAR 52.211-15)"

36. SURVIVABILITY: All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Contract, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of intellectual property information), and product support obligations shall survive the expiration or termination of this Contract.

37. RECORD RETENTION: Unless a longer period is specified in the Contract or by law or regulation, Seller shall retain all records related to this Contract for ten (10) years from the date of final payment received by Seller. Records related to this Contract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, Seller shall timely provide access to such records to the US Government and/or Buyer upon request. Records may be kept longer than this identified period but should the Seller choose to destroy records, this must be conducted in a secure fashion.

38. TAXES: Seller is liable for and shall pay all taxes, impositions, charges and exactions imposed on or measured by this Agreement except those Buyer specifically agrees or is required by law to pay and which are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges, and exactions for which Buyer has furnished and exemption certificate.

41. INSURANCE: Seller agrees to purchase and maintain Workers Compensation, General Liability, Bodily Injury, Property Damage insurance with minimum coverage of \$2,000,000 and Product Liability minimum coverage of \$30,000,000. Seller shall provide Buyer thirty (30) calendar days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of Seller's insurance under this provision. Seller shall provide Buyer with a "Certificate of Insurance" evidencing Seller's compliance with this provision that includes a Waiver of Subrogation. Seller shall name Buyer as an additional insured for the duration

Martin-Baker America, Inc.
PURCHASE ORDER – STANDARD TERMS AND CONDITIONS
April 1, 2022

of the Agreement. Insurance maintained under this provision shall be considered primary with respect to the interest of the Buyer and is not contributory with any insurance Buyer may carry. This form should be sent to the buyer.

If any insurance requirements cannot be met, Seller must contact the Buyer to identify gaps and

determine if a mutually agreed upon alternative is available.

GENERAL FLOWDOWN REQUIREMENTS APPLICABLE TO ALL ORDERS

Definitions

MBAI- Martin-Baker America, Inc.

FARs- Federal Acquisition Regulation- The rules prescribed by the Federal Aviation Administration (FAA) governing all aviation activities in the United States. The FARs are part of Title 14 of the Code of Federal Regulations (CFR).

DFARs- Defense Federal Acquisition Regulation Supplement- This is the Department of Defense Agency Supplement to the FARs

Additional Information:

- The FARs & DFARs clauses in this document are incorporated by reference, with the same force and effect as full text, and are including any notes as referenced below, unless the clause is provided in full text.
- Replace MBAI for “Government” or “United States” throughout this clause.
- Replace “MBAI Procurement Representative” for “Contracting Officer, “Administrative Contracting Officer”, and “ACO” throughout this clause.
- Add “and MBAI” after “Government” throughout this clause.
- Add “or MBAI” after “Government” throughout this clause.
- Notification/ Communication shall be from Supplier to MBAI
- “Offeror” shall mean Supplier

Resources

<http://www.acquisition.gov/?q=browsefar>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

Note: MBAI reserves the right to add additional FARs/DFARs at any time that may be necessary for individual orders.

FAR Clauses	Description
52.202-01	Definitions
52.203-03	Gratuities
52.203-05	Covenant Against Contingent Fees
52.203-06	Restrictions on Subcontractor Sales to the Government
52.203-07	Anti-Kickback Procedures
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hotline Poster(s)
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.203-16	Preventing Personal Conflicts of Interest
52.203-17	Contractor and Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS REPRESENTATION

Martin-Baker America, Inc.
PURCHASE ORDER – STANDARD TERMS AND CONDITIONS
April 1, 2022

52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS
52.204-02	Security Requirements
52.204-07	System for Award Management
52.204-08	Annual Representations and Certifications
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
52.204-19	Incorporation by Reference of Representations and Certifications
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
52.204-25	Prohibition on Contracting for Certain Telecommunication and Video Surveillance Services or Equipment
52.204-26	Covered Telecommunication Equipment or Services- Representation
52.209-05	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
52.209-06	Protecting then Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.209-07	Information Regarding Responsibility Matters
52.209-10	Prohibition on Contracting with Inverted Domestic Corporation
52.211-05	Material Requirements
52.211-07	Alternatives to Government – Unique Standards (Applicable to all Orders)
52.211-14	Notice of Priority Rating for National Defense Use, Emergency Preparedness, and Energy Use Program
52.211-15	Defense Priority and Allocation Requirements
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data-ModificationsSealed Bidding
52.214-28	Subcontractor Certified Cost or Pricing Data-Modifications-Sealed Bidding
52.215-02	Audit and Records - Negotiations
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications
52.215-12	Subcontractor Certified Cost or Pricing Data
52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications
52.215-14	Integrity of Unit Prices
52.215-14	ALT I Integrity of Unit Prices- Alternate 1
52.215-15	Pension Adjustments and Asset Reversions
52.215-17	Waiver of Facilities Capital Cost of Money
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions
52.215-19	Notification of Ownership Changes
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
52.215-20	ALT I Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, Alternate I
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data- Modifications
52.215-22	Limitations on Pass-Through Charges- Identification of Subcontract Effort
52.215-23	Limitations on Pass-Through Charges
52.217-02	Cancellation Under Multiyear Contracts
52.219-01	Small Business Program Representations
52.219-08	Utilization of Small Business Concerns
52.222-01	Notice to the Government of Labor Disputes
52.222-03	Convict Labor
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES

Martin-Baker America, Inc.
PURCHASE ORDER – STANDARD TERMS AND CONDITIONS
April 1, 2022

52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000
52.222-21	Prohibition of Segregated Facilities
52.222-22	Previous Contracts and Compliance Reports
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation
52.222-25	Affirmative Action Compliance
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Veterans
52.222-36	Equal Opportunity for Workers with Disabilities
52.222-36ALT I	Equal Opportunity for Workers with Disabilities
52.222-37	Employment Reports on Veterans
52.222-38	Compliance with Veterans' Employment Reporting Requirements
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards- Price Adjustment (Multiple Year and Option Contracts)
52.222-44	Fair Labor Standards Act and Service Contract Labor Standards- Price Adjustment
52.222-50	COMBATING TRAFFICKING IN PERSONS
52.222-50ALT I	Combating Trafficking in Persons -Alternate I
52.222-54	Employment Eligibility Verification
52.222-55	Minimum Wages Under Executive Order 13658
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan
52.223-03	Hazardous Material Identification and Material Safety Data
52.223-06	Drug-Free Workplace
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-01	Buy American - Supplies
52.225-03	Buy American - Free Trade Agreements - Israeli Trade Act
52.225-05	Trade Agreements
52.225-08	Duty-Free Entry
52.225-13	Restrictions on Certain Foreign Purchases
52.227-01	Authorization and Consent
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-03	Patent Indemnity
52.227-09	Refund of Royalties
52.229-03	Federal, State, and Local Taxes
52.229-06	Taxes - Foreign Fixed-Price Contracts
52.232-39	Unenforceability of Unauthorized Obligations
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.233-01	Disputes
52.233-02	Service of Protest
52.233-03	Protest After Award
52.234-01	Industrial Resources Developed Under Title III, Defense Production Act
52.242-01	Notice of Intent to Disallow Costs
52.242-13	Bankruptcy
52.242-15	Stop-Work Order
52.242-17	Government Delay of Work
52.243-01	Changes - Fixed-Price
52.243-01ALT I	Changes - Fixed Price ALTERNATE I
52.243-01ALT II	Changes - Fixed Price ALTERNATE II
52.244-05	Competition in Subcontracting
52.244-06	Subcontracts for Commercial Items
52.245-01	GOVERNMENT PROPERTY
52.245-01ALT I	Government Property ALTERNATE I
52.246-02	Inspection of Supplies- Fixed Price
52.246-04	Inspection of Services- Fixed Price
52.246-11	Higher-Level Contract Quality Requirement

Martin-Baker America, Inc.
PURCHASE ORDER – STANDARD TERMS AND CONDITIONS
April 1, 2022

52.246-16	Responsibility for Supplies
52.246-17	Warranty of Supplies of A Noncomplex Nature
52.246-23	Limitation of Liability
52.247-63	Preference for U.S. - Flag Air Carriers
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
52.248-01	VALUE ENGINEERING
52.249-02	Termination for Convenience of the Government (Fixed-Pricing) (ShortForm)
52.249-08	Default (Fixed-Price Supply and Service)
52.252-01	Solicitation Provisions Incorporated by Reference
52.252-02	Clauses Incorporated by Reference
DFAR Clauses	Description
252.203-7000	Requirements Relating to Compensation of Former DOD Officials
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-ContractRelated Felonies
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.203-7004	Display of Hotline Posters
252.203-7005	Representation Relating to Compensation of Former DOD Officials
252.203-7995	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS
252.203-7997	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS
252.203-7999	"PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS"
252.204-7000	Disclosure of Information
252.204-7003	Control of Government Personnel Work Product
252.204-7004ALTA	Alternate A, System for Award Management
252.204-7007ALTA	Alternate A, Annual Representations and Certifications
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contracts
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
252.204-7016	Covered Defense Telecommunication Equipment or ServicesRepresentation
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunication Equipment or Services-Representation
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunication Equipment or Services
252.204-7020	Notice of NIST SP 800-171 DOD Assessment Requirements
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Government
252.209-7002	Disclosure of Ownership or Control by a Foreign Government
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
252.209-7009	Organizational Conflict of Interest- Major Defense Acquisition Program
252.209-7999	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Deviation 2012-O0004)
252.211-7000	Acquisition Streamlining
252.211-7003	Item Identification and Valuation
252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY
252.215-7000	Pricing Adjustments
252.215-7008	ONLY ONE OFFER
252.215-7009	Proposal Adequacy Checklist
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
252.216-7006	Ordering
252.216-7009	Allowability of Legal Costs Incurred in Connection with a Whistleblower Proceeding

Martin-Baker America, Inc.
PURCHASE ORDER – STANDARD TERMS AND CONDITIONS
April 1, 2022

- 252.222-7006 Restriction on the Use of Mandatory Arbitration Agreements
- 252.222-7007 Representation Regarding Combating Trafficking in Persons
- 252.223-7001 Hazard Warning Labels
- 252.223-7002 Safety Precautions for Ammunition and Explosives
- 252.223-7003 Change in Place of Performance- Ammunition and Explosives
- 252.223-7004 Drug-Free Work Force
- 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic and Hazardous Materials - Basic
- 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
- 252.223-7008 Prohibition of Hexavalent Chromium
- 252.225-7000 Buy American Act – Balance of Payments Program Certificate (Applicable to all Orders)
- 252.225-7001 Buy American and Balance of Payments Program- Basic
- 252.225-7001ALTI Buy American and Balance of Payments Program- Alternate I
- 252.225-7002 Qualifying Country Sources as Subcontractors
- 252.225-7003 Report of Intended Performance Outside the United States and CanadaSubmission With Offer
- 252.225-7004 Report of Intended Performance Outside the United States and CanadaSubmission After Award
- 252.225-7007 Prohibition on Acquisition of United States Munitions List Items From Communist Chinese Military Companies
- 252.225-7008 Restriction on Acquisition of Specialty Metals
- 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty
- 252.225-7010 Commercial Derivative Military Article – Specialty Metals Compliance Certificate (Applicable to all Orders)
- 252.225-7012 Preference For Certain Domestic Commodities
- 252.225-7013 Duty-Free Entry
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings
- 252.225-7020 Trade Agreements Certificate (Applicable to all Orders)
- 252.225-7021 Trade Agreements- Basic
- 252.225-7025 Restriction on Acquisition of Forgings
- 252.225-7027 Restriction on Contingent Fees For Foreign Military Sales
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments
- 252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
- 252.225-7031 Secondary Arab Boycott of Israel (Applicable to all Orders)
- 252.225-7032 Waiver of United Kingdom Levies- Evaluation of Offers
- 252.225-7033 Waiver of United Kingdom Levies
- 252.225-7035 Buy American- Free Trade Agreements- Balance of Payments Program Certificate- Basic
- 252.225-7036 Buy American-Free Trade Agreement--Balance of Payments ProgramBasic
- 252.225-7036ALTI Buy American-Free Trade Agreements-Balance of Payments Program, ALT I
- 252.225-7042 Authorization to Perform
- 252.225-7046 Exports By Approved Community Members in Response to the Solicitation (Applicable to all Orders)
- 252.225-7047 Export by Approved Community Members in Performance of the Contract (Applicable to all Orders)
- 252.225-7048 Export-Controlled Items
- 252.225-7050 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM
- 252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten
- 252.225-7981 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS
- 252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY
- 252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
- 252.227-7016 Rights in Bid or Proposal Information
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
- 252.229-7006 Value Added Tax Exclusion (United Kingdom)

Martin-Baker America, Inc.
PURCHASE ORDER – STANDARD TERMS AND CONDITIONS
April 1, 2022

252.229-7008	Relief From Import Duty (United Kingdom)
252.229-7011	Reporting of Foreign Taxes-U.S. Assistance Programs
252.229-7012	TAX EXEMPTIONS (ITALY)—REPRESENTATION
252.229-7013	TAX EXEMPTIONS (SPAIN)—REPRESENTATION
252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL
252.237-7023	Continuation of Essential Contractor Services
252.243-7001	Pricing of Contract Modifications
252.243-7002	Requests for Equitable Adjustments
252.244-7000	Subcontracts for Commercial Items
252.245-7001	Tagging, Labeling, and Marking Government Furnished Property (Applicable to all Orders)
252.245-7002	Reporting Loss of Government Property (Applicable to all Orders)
252.245-7003	Contractor Property Management System Administration
252.246-7000	Material Inspection and Receiving Report
252.246-7003	Notification of Potential Safety Issues
252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM
252.246-7008	SOURCES FOR ELECTRONIC PARTS
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer
252.247-7022	Representation of Extent of Transportation by Sea (Orders over the simplified acquisition threshold SAP)
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation of Supplies by Sea
252.249-7002	Notification of Anticipated Contract Termination or Reduction