SARGENT CONTROLS & AEROSPACE

Purchase Order Terms and Conditions

1. DEFINITIONS. As used in these Terms and Conditions: "Buyer" means Sargent Controls & Aerospace; "Purchasing Representative" means Buyer's authorized representative whose name appears on the face of an Order; "Order" means this purchase order or any written order issued by Sargent Controls & Aerospace which incorporates these terms and conditions; "Seller" means the person(s) or company to whom an Order is issued; "FAR" means the Federal Acquisition Regulations (Title 48 CFR Chapter 1) and "DFARS" means the Department of Defense FAR Supplement (Title 48 CFR Chapter 2) in effect on the date of this Order unless a revision date is specified.

2. ACCEPTANCE AND AGREEMENT. These terms and conditions apply to, and are agreed to be incorporated in, any Order issued by Buyer to Seller. An Order becomes a binding contract, including all terms and conditions that appear in the Order, in these Purchase Order Terms and Conditions, and in documents incorporated by reference, either upon acknowledgement in writing or commencement of performance. The Order, including these terms, supersedes all prior written or oral communications and is the sole and exclusive statement of the agreement between Buyer and Seller. It is not subject to variation, regardless of the wording of any purported acceptance by Seller, unless stated in a written agreement signed by Buyer's Purchasing Representative. Any additional or different terms appearing in Seller's acceptance are hereby expressly rejected.

3. PACKING AND SHIPPING. Seller shall pack, mark and ship all goods in accordance with specific requirements of an Order, and in a manner which complies with transportation regulations and good commercial practice for protection and shipment of goods. No separate or additional charge is payable by Buyer for containers or any other aspect of packing and shipping to the F.O.B. Point unless specifically stated in an Order. Seller shall mark the number of an Order on each container and include a packing slip with each shipment, listing Order and line item numbers.

4. DELIVERY. Unless otherwise stated on the face of an Order, delivery shall be to Buyer's facility (F.O.B Destination). Time is of the essence in the performance of an Order. Delivery shall be in strict accordance with the schedule and quantity specified in an Order. ***Seller is on notice that delays in delivery may result in damages assessments including price reduction under Buyer's prime contracts; Seller shall be liable for any such assessments or price reductions.*** Buyer may return goods at Seller's expense or payment may be deferred until the date payment would become due according to the specified schedule.

5. NOTICE OF LATE DELIVERY. If it appears Seller will not meet schedule or if Seller's deliveries fail to meet the schedule, then in addition to any other right or remedy that Buyer has under law or this Order, Buyer may require Seller to ship via expedited means at Seller's expense. If Seller's delay is due to causes beyond Seller's control and without Seller's fault or negligence, and if Seller has exercised due diligence by promptly notifying Buyer in writing of the conditions which will result in delay, then Seller shall not be liable for delay. If Seller's delay is caused by the default of a subcontractor or supplier, and such default arises out of causes beyond the control of both Seller and its subcontractor or supplier, and without the fault or negligence of either of them, and if the supplies or services to be furnished by Seller's subcontractor or supplier are not obtainable from another source in sufficient time to permit Seller to meet the required schedule, Seller shall have no liability for delay. Notification of delay pursuant to this clause shall not constitute a waiver of any of

Seller's other obligations nor a waiver by Buyer of any right under an Order.

6. INVOICES AND PAYMENT. Unless otherwise specified, payment terms are 90 days from receipt date of the invoice, assuming product has been received. Payments are to be processed twice a month. Invoices are pulled for payment based on due date in the system. Payment shall be deemed to have been made as of the date of the check being mailed or the electronic funds transfer being processed. Unless otherwise specified, prices include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice.

7. INSPECTION AND ACCEPTANCE. Seller shall maintain a quality control system consistent with good commercial practice, unless a specific system of quality control or other standard of quality is specified in an Order or document incorporated by reference. All materials, articles, work or services performed by Seller shall be made available for inspection or test at Seller's plant or that of Seller's subcontractor by authorized representatives of Buyer or Buyer's customer, or both. No inspection or test prior to final inspection and acceptance shall relieve Seller from responsibility for defects or other failure to meet the requirements of an Order. All materials, articles, work or services shall be subject to final inspection and acceptance by Buyer after delivery to destination, notwithstanding prior payment. Acceptance shall not be final with respect to latent defects, fraud, or such gross mistakes as amount to fraud, or as to Seller's warranty obligations.

8. WARRANTY. Seller warrants that all materials, articles, work and services furnished will be free from defects in material and workmanship, will conform to all applicable specifications, drawings, samples and descriptions, that Seller's design or selection will be free from design defects, and that the goods will be fit for their intended use. Seller warrants that all items or components supplied under an Order shall be new, that is, not used or reconditioned. All warranties and guarantees shall run to Buyer and Buyer's customers, for a period of 18 months after final acceptance by Buyer, or 12 months after the item in which Seller's goods are incorporated is accepted by Buyer's customer, whichever is later. Seller agrees to repair or replace at its cost any item which does not conform to this warranty, as Buyer directs. These warranties are in addition to any standard warranty or guarantee of Seller, and any warranty and related remedy otherwise created by operation of law.

9. INDEMNITY REGARDING INTELLECTUAL PROPERTY. Seller agrees to indemnify and hold harmless Buyer and its successors, assigns or customers from any expense (including attorney's fees and costs), or loss, damage or liability, on account of any infringement or claim of infringement of any United States or foreign patent, copyright or trademark, arising out of or resulting from the sale or use of the materials, articles or services supplied by Seller. Seller also agrees at its own expense to defend any actions, lawsuits or claims in which such infringement is alleged, provided that Seller has first been notified as to the existence of such action, lawsuit or claim.

10. CHANGES. This Order may not be changed except by written modification signed by Buyer's Purchasing Representative. Buyer may at any time by written notice and without notice to sureties, make changes in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of packing or shipment; (iii) place of inspection, acceptance or point of delivery; (iv) delivery schedule. Should any such change cause an increase or decrease in the cost of or time required for performance of an Order, an equitable adjustment shall be negotiated and the Order shall be modified accordingly. If no agreement is reached, the equitable adjustment due shall be resolved pursuant to the "Disputes" clause below. Any claim by Seller for such adjustment shall be submitted to Buyer in writing within 15 days of Buyer's written notice of such change. If not submitted within 15 days, the claim is waived. Seller must proceed without delay in performing the Order as changed, even if a "Dispute" is pending and not resolved.

11. TERMINATION/CANCELLATION/STOP WORK.

a. **Termination For Convenience.** The performance of work under an Order may be terminated in whole or in part by Buyer for Buyer's convenience, at any time and without regard to whether Buyer's contract with its customer may have been terminated. The rights, duties and obligations of the parties including compensation to be paid to Seller shall be in accordance with FAR Subparts 49.1 and 49.2 as if Buyer was in the position of the Government, Buyer's Purchasing Representative was the Termination Contracting Officer, and Seller was in the position of Contractor, as those terms are used in those FAR subparts.

b. **Termination For Default.** Buyer may, by written notice to Seller, terminate this Order in whole or in part for default if Seller fails to (i) deliver supplies or perform services within the time specified, (ii) make progress so as to endanger performance of an Order and fails, within 10 days of written notice of such failure, to cure that failure or otherwise provide adequate assurance of performance, or to (iii) perform any other provision of this Order. If Buyer terminates in whole or in part for default, Buyer may acquire under terms that Buyer considers appropriate materials or services similar to those terminated. Seller shall be liable to Buyer for any excess costs for reprocurement of supplies or services. At the time of termination or thereafter, Buyer may at its option also require Seller to transfer title and deliver to Buyer any completed supplies, partially completed supplies, or materials, parts, tools, dies, jigs, fixtures and the like that Seller has specifically produced or acquired for the terminated portion of this Order. Subject to Buyer's right of setoff for excess reprocurement costs or other damages, Buyer shall pay Seller the contract price for completed supplies delivered and accepted by Buyer. Buyer and Seller shall agree on the amount of payment for partially completed supplies, or materials delivered to Buyer at Buyer's specific direction. Buyer's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Order. In the event it is later determined by a court, arbitrator, or other tribunal with jurisdiction that Seller was not in default, the termination shall be deemed to have been for the convenience of Buyer. Seller's exclusive remedy will be for payment as provided in subparagraph a. above.

c. **Stop Work.** By written notice Buyer may require Seller to stop work for a period not to exceed 90 days in accordance with the clause at FAR 52.242-15 "Stop Work Order (Aug 1989)", incorporated by reference and altered to insert "Buyer" and "Buyer's Purchasing Representative" for "Government" and "Contracting Officer", and to substitute "Seller" for "Contractor."

12. DISPUTES. If Buyer's contract with its customer contains a "Disputes" clause or procedure, any claim or demand by Seller which derives or results in any way from an act or omission of Buyer's customer which is not resolved by agreement may, at Buyer's election, be submitted for resolution pursuant to the customer contract "Disputes" clause. In that event, Seller's sole remedy will be the "Disputes" procedure in Buyer's contract with its customer, and Seller's recovery is limited to the amount if any recovered from Buyer's customer on Seller's behalf. Pending resolution, Seller shall not take any another action, including but not limited to pursuit of independent litigation with respect to any claim or demand, pending final determination under Buyer's prime contract "Disputes" provision. Seller shall not be entitled to receive from Buyer any amount greater than Buyer actually receives from Buyer's customer on account of Seller's claim, less any markups and costs incurred by Buyer. All claims and disputes between Buyer and Seller not originating with acts or omissions of Buyer's customer and not settled by mutual agreement, shall be decided by arbitration conducted in Pima County, Arizona in accordance with Arizona law. The arbitration proceeding shall be conducted by a single arbitrator agreed upon by the parties or appointed in accordance with applicable law. Arbitration will proceed without discovery. This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law. Except to the extent that Federal law may apply to the interpretation of FAR

and DFARS clauses incorporated herein, this contract shall be governed by and construed in accordance with the laws of the State of Arizona.

13. ASSIGNMENTS AND SUBCONTRACTING. Seller may not assign an Order or any portion thereof without the written consent of Buyer. Seller agrees to obtain Buyer's written approval before subcontracting performance of an Order or any substantial portion thereof. Buyer's approval of any such subcontractor shall not relieve Seller from any obligations imposed by these terms.

14. COMPLIANCE WITH LAWS AND REGULATIONS. Seller warrants that Seller's performance of an Order shall comply with all federal, state and local laws and regulations.

15. TAXES. Unless otherwise specified in writing on the face of an Order, the prices stated include all applicable state, federal and local taxes.

16. DRAWINGS, SPECIFICATIONS, INTELLECTUAL PROPERTY AND TECHNICAL DATA. The ideas, information, designs, drawings, specifications and any other data or business and manufacturing information supplied by Buyer shall remain Buyer's property. Such data shall be retained in confidence by Seller and shall not be disclosed to any other person or entity, and shall not be used or incorporated into any product or item that is manufactured for or supplied to anyone other than Buyer. Seller shall not use any Buyer's part number for any purpose other than performance of this Order. Regarding such data, Seller shall permanently destroy, return to Buyer, or maintain in a controlled environment at Buyers direction upon completion of performance of this Order.

17. BUYER'S PROPERTY. All tools, dies, jigs, patterns, equipment, material, industrial property or other items purchased, furnished, charged to or paid for by Buyer, and any replacement thereof, shall remain the property of Buyer. Such property shall be plainly marked to evidence that it is Buyer's property and shall be stored safely apart from Seller's other property. Seller shall not substitute other property for Buyer's property and shall not use such property except to fill Buyer's orders. Seller shall hold such property at its own risk and upon Buyer's written request shall return the property to Buyer at its expense in the same condition as originally received, reasonable wear and tear excepted.

18. REMEDIES AND NON-WAIVER. The remedies reserved to Buyer by these terms are not exclusive and shall be cumulative and in addition to any other right or remedy provided by law or equity. No waiver of a breach, or a failure to enforce any provision of an Order, shall constitute a waiver of any subsequent breach or of any other provision. If any provision of an Order is void or becomes void or unenforceable, by operation of law, all other provisions shall remain in full force and effect.

19. ADDITIONAL GOODS GUARANTEE. As part of the consideration for this Order, Seller agrees that it will accept future orders for additional quantities of the goods procured by this Order. If Seller plans to discontinue the sale of the goods purchased by this Order, Seller shall so notify Buyer no less than one year prior to any such discontinuance.

20. COST OR PRICING DATA INDEMNITY. If Seller submitted cost or pricing data as defined at FAR 15.401, as part of the process of award of this Order, or if Seller submits such data in connection with any change order or other modification, Seller acknowledges that it is aware of Buyer's potential liability to the Government or to Buyer's customer if the ultimate customer is the Government, in the event that any of Seller's data were not current, complete or accurate. Seller warrants that all cost or pricing data submitted including data obtained from its subcontractors or suppliers, shall be complete, accurate and current at the time of agreement between Buyer and Seller to the price of this Order or of any modification. Seller agrees to indemnify and save Buyer harmless from any and all loss and expense (including the total of any reduction to

Buyer's prime contract or higher-tier subcontract price) and attorneys fees caused by any breach of this warranty.

21. ANTI-KICKBACK COVENANT AND PROHIBITION OF GIFTS AND GRATUITIES. If a Government contract number appears on the face of an Order or if Seller otherwise knows or should know that an Order is in furtherance of a Federal Government contract, it is subject to the Anti-Kickback Act of 1986 (41 U.S.C. Sec. 51- 58) and implementing regulations and prime contract clauses. Seller shall be strictly prohibited from providing or attempting to provide, or offering to provide, any money, fee, commission, credit, gift, gratuity, thing of value or compensation of any kind directly or indirectly to Buyer or any of its employees or other subcontractors, for the purpose of improperly obtaining any Order from Buyer, or for rewarding favorable treatment in connection with any Order between Buyer and Seller. Seller agrees to report promptly to Buyer's Chief Executive Officer any solicitation or request for a kickback. Seller's breach of the foregoing prohibition or of the obligation to report shall be considered a material breach of this Order and any other order or contracts between Buyer and Seller.

22. PROHIBITION OF GRATUITIES TO BUYER'S PERSONNEL. This Order serves as notice to Seller that Buyer's personnel owe complete loyalty to Buyer and are forbidden to accept money or things of value from any supplier of goods, materials or services to Buyer, regardless whether such acceptance would constitute an act prohibited by Anti-Kickback laws and regulations. Seller for itself and its principal owners, shareholders, and officers warrants and represents that no employee of Buyer has any financial interest in Seller except such as has been disclosed in writing to Buyer's Chief Executive Officer. Further, Seller has not and will not give anything of value to any employee of Buyer, except promotional or commemorative items having a value of less than $25, and food and refreshments served during business meetings. Breach of the foregoing warranty and covenant shall entitle Buyer, in addition to any other rights and remedies, immediately to terminate for default any and all Orders to Seller existing at the time that Buyer learns of any such breach, and regardless of when such breach occurred.

23. FEDERAL GOVERNMENT CONTRACT PROVISIONS. If the face of an Order identifies a prime contract with the United States or if Seller otherwise is advised that an Order is in furtherance of a prime contract with the United States, or of a subcontract under such prime contract, the following provisions of FAR and DFARS in effect on the effective date of the Government contract are hereby incorporated by reference. Except as specifically indicated to the contrary below, as used in the following provisions, the term "Contract" means an Order, the terms "contractor" or "offeror" mean Seller, and the terms "Government" and "Contracting Officer" mean Buyer.

24. When applicable, the contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

25.Conflict Materials. Sargent Aerospace and Defense fully supports the position of the Electronic Industry Citizenship Coalition (EICC) and the Organization for Economic Co-operation and Development (OECD) to avoid the use of metallic ores which finance or benefit armed groups in the Democratic Republic of the Congo (DRC) or adjoining countries. Sargent Aerospace and Defense is fully aware of section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act pertaining to "Conflict Materials". Seller represents and warrants that the Goods and Services delivered pursuant to all or any part

of this Order shall be “DRC conflict free” and shall not contain “Conflict Minerals” originating from any of the “Covered Countries”, in each case as such terms are defined by the Securities Exchange Commission pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, as may be amended from time to time. “Conflict Minerals” are tin (Cassiterite), tungsten (Wolframite), tantalum (Columbite-tantalite or coltan) and gold, and the derivative metals from these materials. The “Covered Countries” are the Democratic Republic of the Congo, Angola, Burundi, Central African Republic, The Republic of the Congo, Rwanda, South

Sudan, Tanzania, Uganda and Zambia. Seller shall provide Buyer with an opportunity to audit from time to time the source of the Conflict Minerals contained in all or any part of the Goods and Services. Seller will reimburse Sargent Aerospace and Defense for any costs, fines or penalties that it incurs if Seller does not comply with this Section.

FAR Section	Title and Applicable Limitations
52.203-6	Restrictions on Subcontractor Sales to the Government (applies to Orders over $150,000; "Government" remains unchanged).
52.203-7	Anti-Kickback Procedures (excepting subparagraph (c)(1)) (applies to Orders over $150,000).
52.203-8	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 Transaction (applies if an Order exceeds $150,000: by accepting an Order, Seller certifies it has not used appropriated funds to influence federal transactions and that it complies with the disclosure provisions).
52.203-12	Limitations on Payments to Influence Certain Federal Transactions (applies if Order exceeds $150,000).
52.204-2	Security Requirements
52.209-6	Protecting Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (applies to Orders over $30,000: "Government" and "Contractor" remain unchanged: by accepting an Order, Seller certifies that it is not debarred, suspended, or proposed for debarment unless Seller otherwise has notified Buyer's Purchasing Representative).
52.211-5	Material Requirements.
52.211-15	Defense Priority and Allocation Requirements (applies if a defense priority rating appears on the face of an Order or Buyer otherwise advises Seller of a defense priority rating).
52.214-26	Audit and Records-Sealed Bidding (“Contracting Officer” means the Government’s Contracting Officer) (applies to Orders exceeding $700,000).
52.214-28	Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding (applies if Order exceeds $700,000).
52.215-2	Audit and Records--Negotiation (applies as described in FAR 52.215-2(g); "Contractor" means Seller, and "Contracting Officer" means the Government's Contracting Officer).
52.215-12	Subcontractor Cost or Pricing Data (applies to Orders exceeding $700,000).

52.215-13	Subcontractor Cost or Pricing Data - Modifications (applies to Orders exceeding $700,000).
52.215-14	Integrity of Unit Prices (subparagraph (b) is deleted).
52.215-15	Pension Adjustments and Asset Reversion (applies as described at FAR 15408(g)).
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (applies as described in FAR 15- 408(j)).
52.215-19	Notification of Ownership Changes (applies as described at FAR 15.408(k)).
52.219-8	Utilization of Small Business Concerns (applies as described at FAR 52.219-9(d)(9)).
52.219-9	Small Business Subcontracting Plans (applies as described at FAR 52.2199(d)(9)).
52.222-1	Notice to the Government of Labor Disputes.
52.222-4	Contract Work Hours and Safety Standards Act--Overtime Compensation (applies to Orders exceeding $150,000 and must be flowed down to Seller's subcontractors).
52.222-21	Prohibition of Segregated Facilities (by accepting an Order, Seller certifies that it does not and will not maintain segregated facilities and does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained).
52.222-22	Previous Contracts and Compliance Reports (by accepting an Order, Seller certifies that it has participated in a contract or subcontract subject to the Equal Opportunity clause and has filed compliance reports unless Seller otherwise notifies Buyer's Purchasing Representative).
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era (applies if an Order exceeds $100,000).
52.222-36	Affirmative Action for Workers with Disabilities (applies if an Order exceeds $15,000).
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (applies if an Order exceeds $100,000).
52.223-3	Hazardous Material Identification and Material Safety Data.

52.223-14	Toxic Chemical Release Reporting (applies to orders over $100,000 except for subparagraph (c), but including 52.223-13 Certification requirement.)
52.224-2	Privacy Act
52.225-8	Duty-Free Entry (applies as stated in subparagraph (j)).
52.225-13	Restrictions on Certain Foreign Purchases.
52.227-1	Authorization and Consent (in which "Government" and "Contracting Officer" remain uncharged).
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (applies as set forth at (c) of the clause; "Government" remains unchanged)
52.227-3	Patent Indemnity
52.227-9	Refund of Royalties
52.227-10	Filing of Patent Applications-Classified Subject Matter
52.230-2	Cost Accounting Standards (excluding subparagraph (b);applies only to subcontracts as set forth at subparagraph (d) of the clause)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (applies only to subcontracts as set forth at subparagraph (d) of the clause; paragraph (b) is deleted)
52.230-6	Administration of Cost Accounting Standards (applies only if FAR 52.2302 or 52.230-3 applies)
52.234-1	Industrial Resources Developed Under Defense Production Act Title III
52.244-6	Subcontracts for Commercial Items
52.245-17	Special Tooling (applies if this order involves the use of Government-owned special tooling or if the full cost of special tooling is charged to this Order. Buyer may exercise the rights granted by the clause for the benefit of the Government).
52.245-18	Special Test Equipment (applies if the face of this order provides that special test equipment will be furnished by or acquired or fabricated for the Government).
252.227-7016	Preference for U.S. –Flac Air Carriers
52.248-1	Value Engineering (Seller's value engineering proposal shall be submitted to Buyer, which may submit a proposal to the Government at Buyer's discretion; Buyer's only liability to Seller shall be for one-half of any savings payments received by Buyer from its customer)

DFARS Section Title and Applicable Limitations

252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (applies if Order exceeds $150,000 and is not for commercial items)
252.204-7000	Disclosure of Information
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material (applies to Orders over $100,000)
252.211-7000	Acquisition Streamlining (if Order greater than $1.5 million)
252.223-7001	Hazard Warning Labels
252.227-7016	Safety Precautions for Ammunition and Explosives
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials
252.225-7004	Reporting of Contract Performance Outside the United States
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty-Free Entry (in which “Government” and “Contracting Officer” remain unchanged)
252.225-7014	Preference for Domestic Specialty Metals, Alt. I
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7025	Restrictions on Acquisition of Forgings
252.226-7001	Utilization of Indian Organizations and Indian-owned Enterprises– DoD Contracts (applies to orders over $500,000)
252.227-7013	Rights in Technical Data - Noncommercial Items (applies only if invoked in Buyer’s prime or higher tier subcontract; applies as specified in subparagraph (k); "Government" remains unchanged)
252.227-7014	Rights in Non-Commercial Computer Software and Non- Commercial Computer Software Documentation (applies only if invoked in Buyer’s prime or higher tier subcontract; applies as specified in subparagraph (k); “Government" remains unchanged)

252.227-7016	Rights in Bid and Proposal Information
252.227-7018	Rights in Noncommercial Technical Data and Computer Software– Small Business Innovation Research (SBIR) Program (applies only if invoked in Buyer's prime or higher tier subcontract; applies as specified in subparagraph (k); "Government" remains unchanged) 252.227-7019 Validation of Asserted Restrictions – Computer Software 252.227-7037 Validation of Restrictive Markings on Technical Data (in which "Government" and "Contracting Officer" remain unchanged)
252.246-7001	Warranty of Data
252.247-7023	Transportation of Supplies by Sea ((a) through (e) and (h) apply to all Orders; full text applies to Orders over $150,000; "Contracting Officer" remains unchanged in subparagraphs (c), (d) and (e)(3) of the clause)
252.247-7024	Notification of Transportation of Supplies by Sea
252.249-7002	Notification of Anticipated Contract Termination or Reduction (applies to all orders and contracts)