

## **KAMAN AEROSPACE GROUP, INC.**

### **STANDARD TERMS AND CONDITIONS OF PURCHASE (Rev 12/18)**

#### **1. APPLICABILITY.**

- a. These terms and conditions of purchase (the "Terms") are the only terms which govern the purchase of goods and services (collectively "Deliverables") by Kaman Aerospace Corporation, its subsidiaries and affiliated companies ("Kaman") from the Supplier named on the face of the purchase order ("Supplier"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the purchase of the Deliverables covered hereby, the terms and conditions of said contract (the "Overriding Agreement") shall prevail to the extent they are inconsistent with these Terms.
- b. The accompanying purchase order (the "Purchase Order" or "PO"), Overriding Agreement (if applicable), and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement shall prevail over any of Supplier's general terms and conditions of sale regardless whether or when Supplier has submitted its sales confirmation or such terms. This Agreement expressly limits Supplier's acceptance to the terms of this Agreement. Commencing services or work on required articles, materials, supplies, goods, or services described herein, or by Supplier's shipment of the Deliverables, whichever occurs first, constitutes unconditional acceptance of these Terms. No change or modification to this Agreement, including any additional or different terms in Supplier's acceptance, will be binding on Kaman unless signed by Kaman.

#### **2. PAYMENT.**

- a. Payment by Kaman will be made per payment terms referenced in the Purchase Order Supplier shall promptly notify Kaman of any overpayment and remit the amount of overpayment except as otherwise directed by Kaman.
- b. Separate invoices indicating Purchase Order number, line item number(s), quantity, unit price and extended value are required for each Purchase Order. 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.
- c. All amounts due to Supplier shall be considered net of indebtedness of Supplier to Kaman. Kaman may withhold, deduct and/or set off all or part of amounts due or at issue between Kaman and Supplier under this Agreement or any other transaction with Kaman.

#### **3. DELIVERY.**

- a. Time is of the essence in the performance of this Agreement by Supplier. Failure of Supplier to provide Deliverables within the time specified on the face of the Purchase Order, or within any extension specified by written amendment hereto, shall be a breach hereof. Notwithstanding any prior inspection, the passage of title, or any prior payment, all Deliverables are subject to final inspection and acceptance at Kaman's plant or as otherwise specified in this Agreement.
- b. The delivery dates contained in the Purchase Order are the dates that the Deliverables are required at the designated delivery point. Delivery terms are as stated in this Agreement, or, if none are so stated, are Delivered Duty Paid (DDP) Kaman's facility, as defined by Incoterms 2010.
- c. Supplier is responsible for the Deliverables until they are delivered to the designated delivery point specified in the Purchase Order. Supplier shall bear all risk of loss or damage to (i) improperly packed supplies during transport to

the point of, and prior to, final inspection and (ii) Deliverables rightfully rejected by Kaman after notice of rejection to Supplier until such Deliverables or replacements therefore are redelivered. Title and risk of loss shall pass to Kaman upon receipt of the Deliverables at the point specified in the Purchase Order.

- d. If the Deliverables purchased herein are considered toxic or hazardous, Supplier shall provide a copy of the appropriate Safety Data Sheet (SDS) with each shipment or as otherwise specified on the Purchase Order.
- e. Quantities delivered in excess of ordered quantities may be returned at Supplier's risk and expense. Kaman may reject any Deliverables not delivered on time (whether early or late) and return such Deliverables at Supplier's risk and expense. Supplier may not withhold delivery for any reason without the prior written consent of Kaman.

#### **4. NON-CONFORMANCE(S).**

- a. If Supplier delivers defective, damaged, Counterfeit (as defined in the "Counterfeits" Section herein), or non-conforming Deliverables (collectively "Defects" Non-conformance(s)), Kaman may at its option and at Supplier's expense: (i) require Supplier to promptly correct or replace the Non-conformance(s); (ii) return the Non-conformance(s) to Supplier for credit or refund; or (iii) perform necessary repair at its own facility or obtain replacement Deliverables from another source and charge or debit Supplier's account for those costs and any additional re-procurement costs. Return to Supplier of Non-conformance(s) and redelivery to Kaman of corrected or replaced Deliverables shall be at Supplier's expense.
- b. Inspection and tests by Kaman do not relieve the Supplier of responsibility for Non-conformance(s) or other failures to meet this Agreement's requirements. Acceptance will not be final with respect to latent defects, fraud, or gross mistakes amounting to fraud. Notwithstanding anything else in this Agreement to the contrary, Supplier and Kaman expressly agree that Supplier is solely responsible for any claims for damages, losses, expenses including any administrative fees that result from Supplier's failure to comply with the requirements of this Agreement. The assessment of a fee will be at Kaman's discretion after careful review of the Non-Conformance and any prior Non-Conformance history. Non-conformance(s)
- c. The following administrative fees shall apply for Non-conformance(s).
  - i. Non-Conformance. If Kaman determines that the Deliverables are non-conforming to the applicable specifications or drawings and must be returned to Supplier for correction or re-work, Kaman may debit Supplier's account per event for actual freight charges and customs brokerage incurred in shipping Non-conformance(s) both to, and from, Kaman to Kaman's operators, plus an administrative fee of \$250.00 per occurrence. It is at Kaman's sole discretion to choose a freight carrier(s) and customs broker(s) of its choice. In the event that the Supplier's part is a direct cause of Kaman's customer's rejection, then any fees charged to Kaman by Kaman's customer will be charged back to the Supplier.
  - ii. The Supplier's submittal of a Vendor Request for Variation (a "VRV") to obtain approval by Kaman of a variation to the drawing or specification of a part under the Purchase Order will be subject to an Administrative Processing fee. The Supplier will submit, prior to delivery of any parts, a Request for Variation form. This document includes an automatic VRV processing fee of \$500.00. After initial review and acceptance of the VRV, if Kaman does not have material review board ("MRB") authority for the Deliverable, Kaman will be required to go to its customer to obtain final approval. If Kaman's customer has a processing fee for review and approval of its MRB activities, any fees assessed on Kaman will be passed on to the Supplier.
- d. Any Deliverables previously rejected shall not be resubmitted for Kaman's acceptance without concurrent notice of the prior rejection, which notice shall also disclose any corrective action taken. No action taken by Kaman under this Section shall be deemed to extend any delivery dates specified on the face of the Purchase Order.

#### **5. INSPECTION AND ACCEPTANCE OF DELIVERABLES.**

- a. Supplier shall comply with any specifications stated on the face of the Purchase Order and with any applicable United States Government (USG) specifications. Upon request, Supplier shall furnish Kaman with a Certificate of

Conformance executed by an authorized representative of Supplier certifying Supplier's compliance with all applicable specifications.

- b. Kaman and/or Kaman's customer, representative, designee, or (if the face of the Purchase Order bears a USG prime contract number, or if this Agreement is a subcontract under a USG prime contract) representatives of the USG, a higher-tier subcontractor and/or the prime contractor shall have the right to inspect and test all Deliverables at all reasonable times including during manufacture. Supplier and Supplier's lower-tier suppliers, subcontractors, and Suppliers at all levels (collectively "Supplier's Supply Chain") shall furnish, without additional charge, all reasonable facilities and assistance for safe and convenient inspections and tests.
- c. Notwithstanding any prior inspection, the passage of title at the F.O.B. point, or any prior payment, all Deliverables are subject to final inspection and acceptance at Kaman's plant. If the time for final inspection is not specified on the face of the Purchase Order, such final inspection shall be made within one hundred eighty (180) days after receipt of the Deliverables and all required and properly completed paperwork and certifications at Kaman's plant.
- d. If any Deliverables are found to be defective or otherwise not in conformity with the requirements of this Agreement, or required paperwork and certifications are not in compliance with the requirements of the Agreement, Kaman, in addition to its other rights and remedies, may reject such Deliverables and require either their prompt correction or their replacement at Supplier's expense, including shipping and packing charges. Alternatively, Kaman may, at its sole option, repair or replace such nonconforming Deliverables at Supplier's expense.
- e. All risk of loss of or damage to the Deliverables to be delivered hereunder shall be upon Supplier until such Deliverables are delivered at the F.O.B. point specified on the face of the Purchase Order; but Supplier shall bear all risk of loss of or damage to (i) improperly packed Deliverables during transport to the point of and prior to final inspection and (ii) Deliverables rightfully rejected by Kaman after notice of rejection to Supplier until such Deliverables or replacements therefore are redelivered, except for any loss or destruction of, or damage to, such rejected Deliverables resulting from negligence of officers, employees or agents of Kaman acting within the scope of their employment.
- f. In addition to its other rights and remedies Kaman may charge back to Supplier's account the amount paid for rejected Deliverables pending redelivery of same or replacements therefore.
- g. Kaman's rights and remedies under this Section shall be in addition to and shall not be deemed to diminish its rights and remedies provided by law or under the "Warranty" Section herein, and no action taken by Kaman under this Section shall be deemed to extend any delivery dates specified on the face of the Purchase Order.

## **6. WARRANTY.**

- a. In addition to all warranties implied by law, Supplier represents and expressly warrants to Kaman, its successors and assigns and to customers and users of Kaman's products that all Deliverables called for by this Agreement (i) will conform to applicable specifications and to the drawings, samples or other descriptions furnished by Kaman or Supplier and that all such Deliverables shall be non-surplus goods of new manufacture, good quality, and free from defects in material and workmanship; (ii) if of Supplier's design, shall be free from defects in design; and (iii) shall be suitable for the purposes intended, whether expressly stated or reasonably implied.
- b. Supplier shall, upon receipt of notice from Kaman, promptly and at its own expense and as directed by Kaman, replace or correct any Deliverables which are defective or otherwise nonconforming ("Defects"), and Supplier agrees to proceed with correction of any such non-conformance(s) in a manner satisfactory to Kaman. Supplier shall assume all risk of loss of or damage to Deliverables which are to be corrected or replaced pursuant to this warranty from the date on which Supplier is notified of the defect or other nonconformity until the corrected Deliverables or replacements are received at the destination(s) designated by Kaman. Kaman may charge back to Supplier's account the amount paid for Non-conformance(s) pending redelivery of same or replacements therefor. Alternatively, Kaman may, at its option, screen, sort, and repair or replace such Non-conformance(s) at Supplier's expense, charging such expense back to Supplier's account.

## 7. CHANGES.

- a. Supplier shall not make changes to Deliverables, drawings, specifications, or schedule without Kaman's prior written consent. Changes made without Kaman's written consent shall be solely at Supplier's risk and cost.
- b. Kaman may at any time by written order ("Change Order") to Supplier and without notice to sureties, if any, make changes within the general scope of this Agreement in any one or more of the following: (i) shipping and billing instructions; (ii) quantity of Deliverables ordered; (iii) drawings or specifications; (iv) delivery schedules; (v) place of delivery; and (vi) Furnished Materials.
- c. Supplier shall proceed promptly to make such changes in accordance with the terms of the Change Order. If any such change causes an increase or decrease in the cost of performance of the Purchase Order, or in the time required for performance, an equitable adjustment may be made in Purchase Order price or the delivery schedule or both and the Purchase Order shall be amended in writing accordingly. Any claim by Supplier for adjustment under this Section shall be asserted within five (5) days after the date of the Change Order effecting the change. In the absence of such notification Kaman shall not be obligated to consider Supplier's claim for an equitable adjustment resulting from the change, and in no event shall Kaman be obligated to consider any claim for an increase in price after final payment to Supplier hereunder. Where the cost of property made obsolete or excess as result of a change is included in Supplier's claim for adjustment, Kaman shall have the right to prescribe the manner of disposition of such property. Nothing in this Section or Agreement shall excuse Supplier from proceeding with the Agreement as changed.

## 8. INSURANCE.

Supplier shall procure and maintain at its sole cost and expense during the term of this Agreement and for a period of at least one (1) year after the expiration or termination of said Agreement, the following insurance with the minimum limits indicated (unless otherwise specified by Kaman in writing), to cover all of Supplier operations: (i) workers' compensation insurance with statutory limits in accordance with the laws of the state in which the work or any portion of the work is performed; (ii) commercial general liability insurance, alone or in combination with, commercial umbrella liability insurance, including products and completed operations coverage with a minimum combined single limit of \$2 million each occurrence; (iii) Aircraft liability insurance, including products, with a limit not less than \$5 million each occurrence, if applicable; (iv) business automobile liability insurance, alone or in combination with, commercial umbrella liability insurance, covering owned, hired and non-owned vehicles with a limit of not less than \$2 million any one accident or loss; (v) errors and omissions insurance with a limit of not less than \$1 million each claim for providers of consulting and engineering services; and (vi) any other insurance required by law, reasonably requested by Kaman or customary for a subcontractor in Supplier's position. The insurance coverage required by this Section must be procured from reputable insurance companies licensed to do business in the state in which the work or any portion of the work is performed with carriers with a security rating from A.M. Best of not less than A-. The commercial general liability, business automobile liability and aircraft liability, if applicable, policies must name Kaman, its directors, officers, employees and agents as additional insureds. Supplier shall furnish Kaman certificates of insurance issued by Supplier's insurance carriers evidencing compliance with the insurance requirements prior to the start of work and updated renewal certificates within ten (10) business days following the inception of the new policy period. Insurance policies shall not be materially changed, cancelled or altered without Kaman receiving at least thirty (30) days' prior written notice from the Supplier or their insurance carriers. In addition, Supplier shall provide Kaman satisfactory proof of workers' compensation premium payments prior to commencing any work hereunder. To the extent permitted by law, Supplier waives all rights against Kaman and its directors, officers, employees and agents for recovery of damages to the extent these damages are covered by the required insurance. Supplier shall also ensure that any permitted subcontractor, assignee or other member of Supplier's Supply Chain procures and maintains the same insurance as required for Supplier. Supplier's insurance shall be primary and non-contributory to any other insurance maintained by Kaman. Neither the procurement nor the maintenance of any type of insurance by Kaman or the Supplier shall in any way be construed or deemed to limit, discharge, waive or release the Supplier from any of the obligations or risks accepted by the Supplier or to be a limitation on the nature or extent of said obligations and risks. In the event of Supplier's breach of this provision, Kaman shall have the right to cancel the undelivered portion of any Deliverables covered by this Agreement and shall not be required to make further payments except for conforming Deliverables provided prior to cancellation.

## 9. INDEMNIFICATION.

- a. General Indemnification. Supplier shall defend, indemnify and hold harmless Kaman and Kaman's parent company, its subsidiaries, affiliates, successors or assigns and its and their respective directors, officers, shareholders, employees, and customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Deliverables purchased from Supplier or Supplier's negligence, willful misconduct or breach of the Terms. Supplier shall not enter into any settlement without Kaman's prior written consent.
- b. Intellectual Property Indemnification. Supplier shall, at its expense, defend, indemnify and hold harmless Kaman and any Indemnitee against any and all Losses arising out of or in connection with any claim that Kaman's or Indemnitee's use or possession of the Deliverables infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Supplier enter into any settlement without Kaman's or Indemnitee's prior written consent.
- c. Supplier's indemnification obligations for claims related to or brought by anyone directly or indirectly employed by Supplier or Supplier's Supply Chain will not be limited by any provision of any workers' compensation act, disability benefits act or other employee benefit act, and Supplier hereby waives immunity under such acts to the extent they would bar recovery under or full enforcement of Supplier's indemnification obligations.
- d. The indemnifications specified in this Section are in addition to, and do not supersede or diminish any other indemnifications specified in this Agreement. If this Purchase Order bears a U.S. Government contract number, or if this Purchase Order is a subcontract under a U.S. Government prime contract, the Supplier shall not acquire any direct claim or direct course of action against the U.S. Government, except as may be expressly set forth in these Standard Terms and Conditions of Purchase, and which have the U.S. Government Contracting Officer's express consent confirmed herein.

## 10. CONFIDENTIAL INFORMATION.

Except as may be required to allow the Supplier to perform on a separate, direct USG contract, and only as authorized under that contract, all non-public, confidential or proprietary information of Kaman, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Kaman to Supplier, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Kaman in writing. In the absence of a written agreement to the contrary, all information, specifications, and drawings furnished to Kaman in connection with this Agreement shall be considered nonproprietary and may be used or disclosed to third parties by Kaman as Kaman chooses. Upon Kaman's request, Supplier shall promptly return all documents and other materials received from Kaman. Kaman shall be entitled to injunctive relief for any violation of this Section.

## 11. ASSIGNMENT.

Neither this Agreement nor its performance nor any rights of Supplier herein, other than claims for money due or to become due Supplier hereunder, may be assigned or otherwise transferred by Supplier without prior written consent of Kaman. Failure to obtain Kaman's prior written consent shall render the assignment null and void and is a breach of this Agreement. Claims for money due to Supplier from Kaman arising out of this Agreement may be assigned, but Kaman shall not be bound by any such assignment unless and until Kaman shall have received written notice and an executed original of the instrument of assignment, and suitable documentary evidence of Supplier's authority so to assign. All payments of money due made by Kaman prior to receipt by Kaman of the above evidence of assignment shall be fully credited against Kaman's obligation under this Agreement. In no event shall copies of plans, specifications or other similar documents relating to work under this Agreement be furnished to any Assignee as part of any assignment of money due, nor shall the Agreement be so delivered if the same is designated on the face hereof as classified under

USG security requirements. Any costs associated with Kaman's efforts to approve an assignment including, but not limited to, Quality Assurance or financial audits, shall be borne by the Supplier.

## **12. OUTSOURCING.**

Notwithstanding any other provision of this Agreement, Supplier shall not procure from a third party any completed or substantially completed Deliverables described in the Purchase Order without first obtaining the written approval of Kaman.

## **13. MATERIAL, TOOLING AND EQUIPMENT FURNISHED TO SUPPLIER.**

- a. For the purpose of this Section, "Kaman" shall mean "Kaman or Kaman's Customer (as applicable)". All material, tooling and equipment which Kaman is required hereunder to furnish to Supplier ("Furnished Materials") shall be delivered in sufficient time to enable Supplier to meet its delivery schedule. Title to and the right to immediate possession of any property, including without limitation, patterns, tools, dies, equipment or material, furnished or paid for by Kaman shall remain with Kaman. Supplier shall not substitute Furnished Materials from any other source except with Kaman's prior written approval.
- b. Kaman makes no express or implied warranty or representation as to the fitness (generally or for any particular purpose), condition, merchantability, design or operation of any item of Furnished Materials. Kaman will not be liable to Supplier for any loss, damage, injury or expense of any kind or nature caused directly or indirectly by the Furnished Materials or use of the Furnished Materials.
- c. Supplier shall, at its own expense, maintain such Furnished Materials in good condition and shall be responsible for all loss and damage thereto while in its possession. All risk of loss of or damage to Furnished Materials, other than from ordinary wear and tear, shall be upon Supplier until the same has been redelivered to Kaman. Supplier shall maintain insurance on Furnished Materials covering all risks in amounts equal to the replacement cost and shall indemnify Kaman for the full repair or replacement cost, at Kaman's option, of any lost or damaged Furnished Materials.
- d. Supplier shall properly segregate, identify, mark, maintain and protect all such Furnished Materials and shall use the same only in the performance of this Agreement. Supplier shall perform, at its own expense, annual physical inventories of Furnished Materials in its possession to verify condition, proper marking, and ownership and the results submitted to Kaman. At a minimum, all Furnished Materials will be inventoried annually by program, and at Agreement completion. The interval and timing of these inventories will be coordinated with Kaman. Tools should be checked to verify condition, tool number and ownership are clearly identified and when required stamped on tools and the results submitted to Kaman.
- e. Supplier shall not be required to account to Kaman for the proceeds from the sale of scrap generated during the performance of this Agreement by the processing of Furnished Materials, provided, however, that Supplier shall replace, by purchase from Kaman at Kaman's price then current, any such material lost or damaged because of spoilage, breakage or defective workmanship in excess of any allowance made therefore by Kaman. Upon completion of this Agreement, all remaining Furnished Materials not consumed in the performance of this Agreement shall be disposed of in accordance with Kaman's written instructions.
- f. Supplier shall not alter the physical or chemical properties of the material furnished to it except in accordance with applicable Kaman specifications or except with Kaman's written approval.

## **14. FORCE MAJEURE.**

- a. Neither party shall be liable to the other for any delay or failure in performing its obligations under this Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes,

explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. Supplier's economic hardship or changes in market conditions are not considered Force Majeure Events. Supplier shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Agreement. Whenever there is an actual delay or threat to delay the timely performance of this Agreement ("Delay") Supplier shall promptly notify Kaman in writing of the cause and probable length of any anticipated Delay and take, at its sole expense, all necessary actions to mitigate the potential impact of any such Delay and minimize disruption of supply to Kaman, including treating Kaman no less favorably than any of its other customers if Supplier is required to allocate goods or resources among its customers. Neither such notification nor acknowledgment by Kaman will constitute a waiver of the Purchase Order's specified delivery schedule.

- b. If a Force Majeure Event prevents Supplier from carrying out its obligations under this Agreement for a continuous period of more than thirty (30) business days, Kaman may terminate this Agreement immediately by giving written notice to Supplier.

## **15. STOP WORK.**

- a. When directed by written notice from Kaman ("Stop Work Notice"), Supplier will immediately stop all or part of the work relating to this Agreement to the extent specified in the notice for a period of up to one hundred twenty (120) calendar days or longer if extended by mutual agreement. Supplier shall take all reasonable steps to minimize the incurrence of costs allocable to the work covered by this Agreement during the period of the stop work.
- b. Within such period, Kaman may either terminate or continue the work by written order to the Supplier. If a Stop Work Notice is cancelled or the period of the Stop Work Notice or any agreed extension thereof expires, Supplier must resume work and Kaman and Supplier will agree upon a reasonable adjustment in the delivery schedule. In no event will such adjustment exceed the period of time in which the Stop Work Notice was in effect. Except as otherwise provided herein, the total Purchase Order price will not be adjusted and Kaman will not incur any liability by the issuance of a Stop Work Notice.

## **16. TERMINATION FOR DEFAULT.**

- a. To the extent permitted by Law, Kaman shall have the right to terminate this Agreement or any part hereof without further cost or liability to Kaman in the event of the happening of any one or more of the following: the commencement by Supplier of a voluntary case in bankruptcy; the commencement against Supplier of an involuntary case in bankruptcy, if such case is not dismissed within thirty (30) days from the date of filing; the appointment of a receiver or trustee for Supplier, if such appointment is not vacated within thirty (30) days from the date thereof; the execution by Supplier of an assignment for the benefit of creditors; Supplier's failure to make or delay in making deliveries hereunder which failure or delay is not otherwise excusable hereunder; Supplier's failure to provide adequate assurance of due performance when Kaman has reasonable grounds for insecurity with respect to such performance and following a written demand by Kaman for such assurance; or other failure of Supplier to perform in accordance with this Agreement (hereinafter "the failure") and Supplier does not cure the Failure within 30 day cure period ("the Cure Period"), and can be extended at the discretion of Kaman. In the event Kaman terminates this order in whole or in part after the Cure Period, or the extended Cure Period provided that Supplier did not cure the Failure as provided in this subparagraph.
- b. Supplier may show cause why the Purchase Order should not be terminated for default within five (5) days of Kaman's notice of intent to terminate. In the event Kaman terminates this Agreement in whole or in part as provided in this Section, Kaman may procure, upon such terms at a price deemed fair and reasonable and in such manner as Kaman may deem appropriate, Deliverables similar to those so terminated, and Supplier shall be liable to Kaman for any excess costs for such similar Deliverables, provided, that Supplier shall continue the performance of this Agreement to the extent the same is not terminated.
- c. Upon termination by Kaman of all or any part of this Agreement by reason of any default by Supplier, Kaman, in addition to any other lawful remedies, may at its option require Supplier to transfer to Kaman all materials, work in

process, completed goods, tooling, plans and specifications allocable to the cancelled portion of this Agreement, in which event Kaman shall credit Supplier with the fair value of such items transferred to Kaman.

## **17. TERMINATION FOR CONVENIENCE.**

- a. Kaman reserves the right to terminate this Agreement, or cancel any part hereof, for its convenience. In the event of such termination, Kaman shall terminate by delivering to Supplier a written notice (“Notice of Termination”) specifying the extent and the effective date of termination. Supplier shall immediately stop all work hereunder and shall immediately cause any and all Supplier’s Supply Chain to cease work. Subject to the terms of this Agreement, Supplier shall be paid a percentage of the Purchase Order price reflecting the percentage of the work performed prior to the Notice of Termination, plus reasonable charges Supplier can demonstrate to the sole satisfaction of Kaman using its standard record keeping system have resulted from the termination. Supplier shall not be paid for any work performed or costs incurred which reasonably could have been avoided. In no event shall Kaman be liable for lost or anticipated profits, unabsorbed indirect costs or overhead, or for any sum in excess of the total Purchase Order price.
- b. In the event Supplier has a claim for adjustment, it must notify Kaman in writing of its intent to file a claim within fourteen (14) calendar days from the effective date of termination. Supplier’s termination claim shall be submitted within sixty (60) calendar days from the effective date of the termination. Supplier shall have no other remedies after this period.
- c. Supplier shall continue all portions of this Agreement not terminated.

## **18. COMPLIANCE WITH LAWS AND REGULATIONS.**

- a. This Agreement and any matter arising out of or related to this Agreement shall be governed by the laws of the state or foreign jurisdiction from which this Purchase Order is issued by Kaman, without regard to its conflicts of law provisions. Notwithstanding the foregoing, if this Purchase Order bears a U.S. Government prime contract number, or if this Purchase Order is a subcontract under a U.S. Government prime contract, any and all disputes involving the U.S. Government shall be governed solely by the applicable Federal Law.
- b. Supplier shall comply with all applicable laws, orders, regulations and ordinances of the United States and the country where the Supplier will be performing the Agreement including, but not limited to, laws, pertaining to labor, health, safety, security, environment, anti-corruption, export, and human trafficking. Supplier shall procure and maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement and shall comply with all applicable guidelines and directives of any local, state, and/or federal governmental authority. Supplier shall comply with all export and import laws of all countries involved in the sale of the Deliverables under this Agreement or any resale of the Deliverables by Supplier. Supplier assumes all responsibility for shipments of Deliverables requiring any government import clearance. Kaman may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Deliverables.
- c. Supplier shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development’s Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Supplier’s country or any country where performance of this Agreement will occur. Compliance with the requirements of this Section is a material requirement of this Agreement.
- d. Supplier, at its expense, shall provide reasonable cooperation to Kaman in conducting any investigation regarding the nature and scope of any failure by Supplier or Supplier’s Supply Chain to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of Supplier’s obligations under the Purchase Order.



- e. This Agreement excludes the application of the 1980 United Nations Convention on Contracts for the International Sale of Deliverables.

## **19. COMBATTING HUMAN TRAFFICKING.**

Kaman is committed to complying with all laws, policies, and regulations regarding human trafficking. We require our employees and subcontractors to not engage in the use of forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery, procuring commercial sex acts, or trafficking of persons. Any material violation of law by Supplier relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, of the country or countries in which Supplier is performing work under this Agreement may be considered a material breach of this Agreement for which Kaman may elect to cancel or terminate any open Agreements between Kaman and the Supplier in accordance with the "Termination for Default" Section herein. Supplier shall include the substance of this Section, including this flow-down requirement, in all Supplier's Supply Chain subcontracts and orders awarded by Supplier for work under this Agreement.

## **20. EQUAL OPPORTUNITY.**

**Kaman is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. 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, sexual orientation, gender identity or national origin. 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, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

## **21. FEDERAL ACQUISITION REGULATIONS - FOR U.S. GOVERNMENT SUBCONTRACTING ONLY.**

- a. If this Purchase Order bears a U.S. Government prime contract number, or if this Purchase Order is a subcontract under a U.S. Government prime contract, all of the following apply to this Purchase Order. In addition, Supplier shall include these clauses in all of Supplier's lower-tier purchase orders/subcontracts issued in support of this Purchase Order.
- b. There are hereby incorporated herein by reference and made a part hereof the following Federal Acquisition Regulation (FAR) and Department of Defense FAR supplement (DFARS) clauses as in effect at the date of the prime contract, except for Cost Accounting Standards (CAS) clauses which are in effect at the date of the Agreement. Refer to Standard Terms and Conditions of Purchase, Addendum at the bottom of this document for a listing of FAR/DFARS clauses. By acceptance of this Agreement, Supplier agrees that it has read, understands, and certifies compliance to the FAR and DFARS clauses incorporated by reference.
- c. If the Purchase Order is identified as subject to the Defense Priorities Allocations System (DPAS), the Supplier shall follow all the requirements of the DPAS Regulation (15 CFR Part 700).
- d. Supplier shall provide Kaman with copies of any notices, representations, certifications, and disclosures required by the FAR and DFARS clauses incorporated herein. Supplier agrees that the representations and certifications of any FAR or DFARS clause is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Supplier knowingly rendered an erroneous certification, in addition to other remedies

available to Kaman, Kaman may terminate this Agreement for default. Supplier shall immediately notify Kaman of any change of status with regard to these certifications and representations.

- e. Supplier shall include in all subcontracts and purchase orders that it issues, any FAR or DFARS clause that by its terms is required to be included in lower-tier subcontracts and purchase orders. Kaman shall have the right to withhold from Supplier, any amounts withheld from Kaman as a result of Supplier's or Supplier's Supply Chain liabilities, acts, omissions, under this Agreement.
- f. Supplier agrees that upon the request of Kaman it will negotiate in good faith with Kaman relative to amendments to this Agreement to incorporate additional provisions herein or to change provisions hereof, as Kaman may reasonably deem necessary in order to comply with the provisions of the applicable prime contract and amendments thereto.
- g. It is recognized and agreed between Kaman and Supplier, that since the phraseology of the FAR clauses incorporated herein has been primarily designated for USG prime contracts, words and phrases in the forgoing regulations importing the USG or the prime contractor or their representatives shall, when a fair, reasonable interpretation of the context of this Agreement so requires in order to express properly the subcontract relationship be deemed to refer to Kaman or Supplier or their respective representatives; provided, however, that all reference to "Government" in the patent clauses incorporated herein above shall refer only to the USG.
- h. Supplier shall cooperate with Kaman and any government agency or authority investigating a possible violation of any clause or regulatory requirement.
- i. Supplier agrees to indemnify and hold harmless Kaman and all persons claiming under Kaman (i) against all claims, demands, and liability and all losses and expenses relating thereto, including prime contract price reductions for defective cost or pricing data, arising from cost or pricing data furnished by Supplier which was required to be complete, accurate, and current and was submitted to support a cost estimate furnished to the USG and (ii) against all claims, demands and liability, and all losses and expenses relating thereto, including prime contract price reductions in accordance with the provisions of the CAS requirements arising from any failure of Supplier to comply with rules, regulations and standards of the Cost Accounting Standards Board.
- j. In addition to any other remedies provided by law or under this Agreement, Supplier shall indemnify and hold Kaman and Kaman's Customer harmless to the full extent of any loss, damage or expense if Kaman is subjected to any liability as a result of Supplier's, and Supplier's Supply Chain's acts, omissions, or failure to comply with applicable FAR or DFARS requirements.

## **22. INTELLECTUAL PROPERTY.**

- a. Supplier agrees that Kaman shall be the owner of all inventions, technology, designs, works of authorship, mask works, technical information, computer software, business information and other information conceived, developed or otherwise generated in the performance of this Agreement by or on behalf of Supplier. Supplier hereby assigns and agrees to assign all right, title, and interest in the foregoing to Kaman, including without limitation all copyrights, patent rights and other intellectual property rights therein and further agrees to execute, at Kaman's request and expense, all documentation necessary to perfect title therein in Kaman. Any invention, sole or joint, made by employees of Supplier and arising out of the subject matter of this Agreement, as amended or extended, shall be fully disclosed and completely assigned by Supplier to Kaman without further compensation. Supplier shall maintain and disclose to Kaman written records of, and otherwise provide Kaman with full access to, the subject matter covered by this Section and that all such subject matter will be deemed the property of Kaman. Supplier shall assist Kaman, at Kaman's request and expense, in every reasonable way, in obtaining, maintaining, and enforcing patent and other intellectual property protection on the subject matter covered by this Section.
- b. Supplier warrants that the Deliverables furnished under this Agreement will not infringe or otherwise violate the intellectual property rights of any third party in the U.S. or any foreign country. Supplier shall defend, indemnify, and hold harmless Kaman and Kaman's Customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of any action by a third party that is based upon a claim

that the Deliverables furnished under this Agreement infringe or otherwise violate the intellectual property rights of any person or entity.

- c. To the extent that any pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials are used, included, or contained in the Deliverables and not owned by Kaman pursuant to this or a previous agreement with Supplier, Supplier grants to Kaman an irrevocable, nonexclusive, world-wide, perpetual, transferable, sub licensable, royalty-free license with respect to any intellectual property rights in the Deliverables, as are necessary for Kaman to exercise its rights in the Deliverables as reasonably contemplated by this Agreement.
- d. The tangible medium storing copies of all reports, memoranda or other materials in written form including machine readable form, prepared by Supplier and furnished to Kaman pursuant to this Agreement shall become the sole property of Kaman.

### **23. SUPPLIER SUPPLIED SERVICES ON KAMAN PREMISES.**

- a. "Premises" as used in this Section means premises of Kaman, Kaman's Customer, or other third parties where Deliverables are being furnished. Where Supplier is entering or performing work at Premises, Supplier shall comply with (i) any on-Premises policy for access; and (ii) Kaman requests for information and documentation to validate citizenship or immigration status of Supplier or Supplier's Supply Chain personnel. Kaman may perform routine background checks on Supplier personnel.
- b. All persons, property, and vehicles entering or leaving Premises are subject to search. Prior to entry on Premises, Supplier shall coordinate with Kaman to gain access. Supplier personnel shall, prior to entry, be screened by Supplier at no charge to Kaman in a manner satisfactory to Kaman. Kaman may, at its sole discretion, remove, or require Supplier to remove, any specified employee of Supplier from Premises and require that such employee not be reassigned to any Premises under this or any other Agreement.
- c. Supplier shall maintain all insurance as specified within the "Insurance" Section herein.
- d. Supplier will be and shall remain responsible for all materials and workmanship until the services are completed and accepted by Kaman. Supplier further agrees to accept such Premises in their present condition as safe and satisfactory for the work to be performed, and to keep such premises free and clear of all mechanics' liens. Supplier shall reimburse Kaman for any unauthorized use of Kaman assets. Kaman may withhold any and all payments due under this Agreement until Supplier has furnished evidence satisfactory to Kaman that all bills for labor and material referable to this Agreement or any individual Purchase Orders have been paid in full by Supplier.
- e. Violation of this Section may result in Termination for Default of this Agreement in addition to any other remedy available to Kaman at law or in equity.

### **24. CUMULATIVE RIGHTS AND REMEDIES.**

Supplier acknowledges that breach by Supplier of this Agreement could cause irreparable harm to Kaman for which monetary damages may be difficult to ascertain or may constitute any inadequate remedy. Supplier, therefore, agrees that Kaman shall be entitled to sue for specific performance or seek injunctive relief for any violation or threatened violation of this Agreement by Supplier without the filing or posting of any bond or surety. Kaman may seek a temporary and/or permanent injunction (or other similar relief in accordance with applicable law) from any court or other authority having competent jurisdiction. The rights and remedies herein reserved to Kaman shall be cumulative and in addition to any other or further rights and remedies provided by law or equity.

### **25. AVIATION UNIQUE REQUIREMENTS.**

- a. Supplier shall immediately notify Kaman upon receipt of any Government-Industry Data Exchange Program ("GIDEP") Alert related to Deliverables, and shall provide Kaman a list of all affected Deliverables by Purchase Order, part number, invoice number, serial number, or any other identifying number as applicable. For GIDEP

Alerts due in whole or in part by the Deliverables, Supplier shall immediately replace all affected Deliverables at its sole expense including any installation and removal costs for the Deliverables so affected and reimburse Kaman for any damages and commercially reasonable expenses incurred by Kaman.

- b. If the FAA, or other aviation authority, issues Airworthiness Directives (“ADs”), or the equivalent of ADs, related to Deliverables, Supplier shall immediately remove the cause(s) of the ADs or AD equivalents in all Deliverables delivered and to be delivered to Kaman including but not limited to Deliverables utilized in the field. Supplier shall reimburse Kaman for any costs and damages associated with removal, redelivery and installation of Deliverables, incurred by Kaman as a result of such ADs or equivalent of ADs which are attributable to the Deliverables.
- c. Following completion of any Kaman required reviews and approvals, Supplier shall provide all service bulletins, safety bulletins and ADs (collectively in this sub-Section “Bulletins”) to Kaman immediately upon issuance. Supplier shall implement Supplier’s recommendations contained in Bulletins on all Deliverables delivered and to be delivered.

## **26. QUALITY MANAGEMENT SYSTEM.**

- a. Supplier shall establish and maintain a quality management system (“QMS”) to an industry recognized quality standard and in compliance with any other specific quality requirements for the Deliverables identified in the Purchase Order. Independent third party certification (e.g. ISO, AS9100, NADCAP) is strongly recommended and encouraged.
- b. The QMS must comply with the Kaman’s Supplier Quality Requirements Manual (“SQRM”). Supplier shall permit Kaman, Kaman’s Customer, and USG representatives, as applicable, to review QMS procedures, practices, processes and related documents to determine such acceptability.
- c. Supplier shall provide written notice to Kaman prior to any change in Supplier or Supplier’s Supply Chain facility, process, key personnel, material, or plant relocations. Such changes may require product or process re qualification and Kaman approval. Failure by Supplier to obtain Kaman’s written approval could be considered to be fraud and grounds for termination for default, and the Deliverables then deemed Non-conformance(s) and subject to the requirements of the “Non-conformance(s)” Section herein.
- d. Supplier shall promptly notify Kaman in writing when discrepancies in Supplier’s process, including any violation of or deviation from Supplier’s approved inspection/quality management system, or good/materials are discovered or suspected which may affect the Deliverables delivered or to be delivered under the Purchase Order.

## **27. WAIVERS.**

No waiver by Kaman of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Kaman. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

## **28. IMPORT/EXPORT REQUIREMENTS.**

- a. Supplier shall comply with all import and export laws and regulations of the Supplier’s country and the United States of America, including but not limited to the International Traffic in Arms Regulations (ITAR) pursuant to the Arms Export Control Act (22 U.S.C. 2778) and the Export Administration Regulations (EAR) pursuant to the Export Administration Act (50 U.S.C. 2401-2420). Supplier acknowledges its obligations to control access to technical data, including drawings and specifications, technical assistance, products, equipment and services, which may also be collectively referred to as “Goods and/or Services” in this Section, under US export laws and regulations, and agrees to adhere to such laws and regulations and any authorization(s) issued thereunder with regard to any Goods and/or Services supplied hereunder by Supplier.

- b. Supplier agrees that any Goods and/or Services furnished by Kaman in connection with any RFQ, Order, or Agreement, may be subject to export controls. Such Goods and/or Services may not be transferred, or otherwise be disposed of in any other country, either in their original form or after being incorporated into other end-items, without the prior written approval of the USG. Further, the Supplier shall strictly control the disclosure of, and access to, Goods and/or Services received under this Agreement, in accordance with the aforementioned regulations. Supplier agrees that no Goods and/or Services provided by Kaman in connection with this Agreement shall be provided to any non-U.S. person or non-U.S. entity, including without limitation a non-U.S. employee (including those located in the U.S.) or subsidiary of Supplier, without Kaman's prior express written authorization. Supplier agrees that no Goods and/or Services provided by Kaman in connection with this Agreement shall be provided to any third-party, without Kaman's prior express written authorization.
- c. Upon Kaman's request, Supplier shall promptly furnish to Kaman all documentation including, but not limited to, import certificates or end-user certificates from Supplier or Supplier's government, which are reasonably necessary to support Kaman's application for U.S. import or export authorization(s). Kaman shall not be responsible for delays in US importation or exportation of Goods and/or Services supplied hereunder by Kaman due to lack of necessary documentation from Supplier or Supplier's country.
- d. If applicable, Supplier shall be responsible for obtaining the export license(s) necessary to ship the Goods and/or Services to their final destination, as directed by Kaman. Supplier shall also be responsible for immediately notifying Kaman, in writing, of any designation (or change in designation) of the Goods and/or Services furnished hereunder which results in the Goods and/or Services being classified as "Defense Articles", "Defense Services", or "Technical Data" as those terms are defined in 22 CFR 120-130. Compliance with export laws and regulations shall not relieve the Supplier or Kaman of their individual obligations under this Agreement and shall not constitute a force majeure or give rise to an excusable delay hereunder.
- e. Supplier shall immediately notify Kaman if it is or becomes listed on any Excluded or Denied Party List of any government agency, U.S. or foreign, or if its export privileges are denied, suspended or revoked. Supplier agrees that no goods, technology, software or services supplied under this Agreement are sourced from or originate with:
  - (i) a country or government subject to U.S. economic sanctions administered by the U.S. Department of the Treasury or U.S. Department of State;
  - (ii) a Specially Designated National identified on the U.S. Department of Treasury's Specially Designated Nationals List, or another USG list restricting the acquisition of items from an entity or person located outside or inside the U.S.;
  - (iii) an entity or person that is owned or controlled by a person or an entity included in (i) or (ii) above, or
  - (iv) a restricted country or debarred party under the International Traffic in Arms Regulations or U.S. Department of Defense Federal Acquisition Regulations.
- f. Supplier shall notify Kaman at once of any violation of laws or regulations in connection with this Agreement, and shall indemnify Kaman for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Kaman in connection with any such violations by the Supplier.

## **29. ORDER OF PRECEDENCE.**

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (a) Overriding Agreement, if any, (b) Purchase Order, (c) Standard Terms and Conditions of Purchase, (d) Statement of Work, (e) Drawings, (f) Specifications, and (g) Other documents included herein by reference. If this Purchase Order bears a U.S. Government prime contract number, or if this Purchase Order is a subcontract under a U.S. Government prime contract, the FAR and DFARS clauses incorporated herein take precedence over any other documents listed in this clause.

## **30. CONFLICT MINERALS.**

With respect to any and all Deliverables (if any) delivered under the Agreement, Supplier warrants that such Deliverables will at no time contain any "conflict minerals," as such term is defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, including, without limitation, columbite-tantalite (coltan), cassiterite, gold, wolframite or their derivatives, or any other mineral or its derivatives (collectively known as "3TG"), determined by the U.S. Secretary of State to be financing conflict in the Democratic Republic of the Congo (DRC) sourced from the

DRC or adjoining countries. Any “3TG” will be sourced from validated Smelters. Supplier shall, no later than forty-five (45) days following each calendar year in which Supplier has delivered any Deliverables to Kaman, under this Agreement or otherwise, complete the Conflict Minerals Reporting Template that will be sent by or on behalf of Kaman.

### **31. SPECIALTY METALS.**

If Supplier delivers any item(s) under this contract that contain specialty metals, Supplier agrees that such specialty metals shall be melted in the United States or a qualifying country. The definitions of “specialty metals” and “qualifying countries” are set forth in DFARS 252.225-7008, 252.225-7009, 252.225-7010 and 252.225-7012 which are incorporated herein by reference.

### **32. OBSOLETE PARTS/END OF LIFE (EOL).**

- a. Kaman may desire to place additional orders for Deliverables purchased hereunder. Supplier shall provide Kaman with a last time buy notice at least twelve (12) months prior to any action to discontinue the manufacturing capability of any Deliverables purchased under this Agreement. The Supplier agrees to perform an obsolescence/EOL analysis of product bill of material (BOM)/subassembly/and or component. The method for the analysis is at the Supplier’s discretion. The purpose of the analysis is to categorize every item in the Deliverable as follows:
  - i. Known obsolescence/EOL component no longer in production by the Supplier or Supplier’s Supply Chain.
  - ii. Potential obsolescence/EOL concern. Component(s) nearing the end of their life cycle. The Supplier or Supplier’s Supply Chain has plans to discontinue component(s) within the next four (4) years.
  - iii. No obsolescence/EOL concern verified by component manufacturing that component(s) will be available for the next 4 years.
- b. The analysis shall be performed at least once during the execution of this Agreement and no more often than twelve (12) months from the previous analysis. The expected output of the analysis is a report or matrix that describes obsolescence/EOL detail of item in the BOM categorized as described above.
- c. Supplier shall provide Kaman (if relevant) the right of first refusal to purchase tooling and materials associated with any Supplier discontinued manufacturing decision, obsolescence, or EOL.

### **33. COUNTERFEIT PARTS.**

- a. Supplier bears responsibility for procuring authentic items and materials from Supplier’s Supply Chain as required for Deliverables and shall ensure that Supplier’s Supply Chain complies with the requirements of this Section. In addition the supplier must also comply with Aerospace Standard AS6174, Counterfeit Material: Assuring Acquisition of Authentic and Conforming Material and also AS5553, Counterfeit Electronic Parts; Avoidance, Detection, Mitigation, and Disposition. A “Counterfeit” part is an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or a current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. Procurement or supply from other than the original manufacturer or authorized sources is prohibited without prior, written approval from Kaman. In addition, no substitutions may be made without prior, written approval from Kaman. Failure by Supplier to document material or item substitution or to identify that an item has been refurbished or remanufactured is considered to be fraud, and the material or item then becomes suspect/counterfeit.
- b. If Supplier becomes aware or suspects that a Deliverable contains suspect/Counterfeit parts or materials, Supplier shall promptly, but in no case later than ten (10) days from discovery, notify Kaman of affected Deliverables.

Kaman, in turn, may also notify its Customer(s) and government representatives and reserves the right to withhold payment for the Deliverable(s) pending results of the investigation.

- c. If it is determined by Kaman that a suspect/Counterfeit part, or suspect/Counterfeit material, has been supplied, Kaman will impound the parts/material pending a decision on disposition. Notwithstanding any language or term to the contrary herein, Supplier shall promptly replace all such parts/material with parts/material acceptable to Kaman and shall be liable for all costs relating to the impoundment, removal, and replacement. The remedies contained in this Section are in addition to any remedies Kaman may have at law, equity or under other provisions herein. Kaman may also notify the applicable USG representatives and reserves the right to withhold payment for the parts/material pending results of the investigation.

#### **34. SUPPLIER RECORDS.**

- a. All records are to be retained for the period required by applicable local, state and federal laws and regulations in the U.S. and, in the case of foreign operations, for all periods required by applicable law. Records, which provide evidence of conformity to requirements and the effective operation of the Supplier's quality management system, (e.g. Supplier test reports, inspection records), shall be maintained and remain legible, readily identifiable, retrievable and available to Kaman during performance of an Agreement and until the later of: (i) ten (10) years after final payment; (ii) final resolution of any dispute involving the Deliverables delivered hereunder; (iii) the latest time required by an Agreement; (iv) the latest time required by applicable laws and regulations; (v) the latest time required by Kaman's quality requirements effective as of the date of this Agreement; or (vi) as otherwise directed by Kaman unless otherwise specified in this Agreement (collectively the "Retention Period"). The Supplier shall not discard or destroy records following the Retention Period without written approval from Kaman. Any documents requested by Kaman will be provided by the supplier within 24 hours -.
- b. If Kaman has a reasonable suspicion that the provisions of this Agreement have been violated based on identifiable evidence or information, Kaman and its authorized representatives will have the right to audit, examine and make copies of all records that relate to this Agreement in whatever form they may be kept by Supplier including, but not limited to, relevant quality, inspection, test, accounting records, transactional records, financial documents, or written policies and procedures. Supplier will keep and preserve all such records and accounts throughout the term of the Agreement, and the Retention Period, subject to any applicable legal privilege, data protection or data privacy law or express legal restriction. These audit rights must be explicitly included in any subsequent subcontracts or agreements formed between Supplier and Supplier's Supply Chain in connection with the performance of this Agreement.

#### **35. CODE OF BUSINESS CONDUCT AND ETHICS.**

Supplier shall comply with the principles of Kaman's Code of Business Conduct and Ethics (the "Code") (as amended from time to time), and Supplier shall periodically review the Code for changes. The Code forms part of this Agreement and is available electronically at <http://www.kaman.com/sites/default/files/Kaman-Code-Conduct-English.pdf>. Supplier shall adopt a code of ethical business conduct ("Supplier's Code") suitable to its business, and in general conformance with the Code, and abide by Supplier's Code. The Supplier's Code should require that Supplier comply with all pertinent laws and regulations, and address Supplier's policies including, but not limited to, workplace health and safety, labor standards, protection of the environment and resources, product safety and quality, export, human trafficking, and anti-corruption.

#### **36. PACKING AND SHIPPING.**

- a. Supplier shall properly pack, mark, ship and route the Deliverables in accordance with the requirements of Kaman and the carriers and in accordance with all applicable laws and regulations, or if there are no stated requirements, in accordance with best commercial practices designed to prevent loss or damage due to weather, transportation and other causes.
- b. Each shipment shall include packing slips identifying Kaman's complete Purchase Order number, shipment date, an itemized list of contents using the classification identification of the Deliverables required by Kaman or the carrier,

and such other items as Kaman may require. The markings on each package and shipping document must be such that Kaman can easily identify the Deliverables and any necessary lifting, loading, and shipping information, including the Kaman Purchase Order number, item number, date of shipment, and the names and addresses of consignor and consignee. Kaman's count or weight will be final and conclusive for any shipment.

- c. Purchase Order notes will include instructions on the shipment of goods where Kaman is responsible for shipping. For US domestic shipments, articles under 85 lbs. should be shipped using UPS ground services. For US domestic shipments of articles over 85 lbs, and less than a truck load, Supplier must contact Echo Global Logistics (312) 784-4134, for assistance and direction. When Kaman is responsible for the transportation cost, Echo is to be utilized by Supplier and Supplier's Supply Chain for movement of LTL freight. Suppliers who elect not use this Logistics service may be charged back the difference in the Echo Global charges and the Supplier's freight provider, plus an administrative fee of \$250.00. The foregoing does not apply to shipments of classified materials, perishable items or temperature controlled material. In each of these situations, Kaman will provide carrier routing instructions via Purchase Order or letter.

### **37. LIQUIDATED DAMAGES.**

- a. Supplier shall pay Kaman two percent (2%) of the price of the late Deliverables per calendar day for each day of delay (subject to a five day grace period) as liquidated damages. The Parties agree that quantifying losses arising from Supplier's delay is inherently difficult, and further stipulate that the agreed upon sum is not a penalty, but a reasonable estimate of damages, based upon the Parties' experience in the industry and given the nature of the losses that may result from delay. The total amount of liquidated damages shall not exceed 10% of the price of the late Deliverables.
- b. In addition to liquidated damages assessed herein, customer fees incurred by Kaman due to late deliveries attributed to Supplier delay may also be charged back to the Supplier, if it is determined that the late delivery was solely the fault of Supplier material. Neither Kaman's right to refuse to accept non-conformance(s) Deliverables from Supplier in accordance with the "Quality Control", "Counterfeits", "Defects", and the "Inspection and Acceptance" Sections herein, nor any delay in Kaman issuing the notice of delivery delinquency to Supplier, constitutes a waiver of this "Liquidated Damages" Section. This Section does not limit the rights and remedies of Kaman provided by law, under these Terms, or as may be provided in any other Section of this Agreement.

### **38. SUSPENSION AND DEBARMENT.**

Supplier shall notify Kaman in writing at the earliest practicable time and, at Kaman's request, shall promptly meet with Kaman, if Supplier (i) is suspended, debarred, or proposed for suspension or debarment from doing business with the USG, or (ii) is listed or proposed to be listed by the USG for U.S. export administration purposes in any "denial orders," as a "blocked person," as a "specially designated national," or as a "specially designated terrorist" by the U.S. Department of Commerce, Bureau of Industry and Security (collectively, "Debarment"). Supplier shall indemnify and hold Kaman harmless against any and all loss or damage suffered by Kaman as a result of Supplier's actual or prospective Debarment.

### **39. INFORMATION PROTECTION.**

- a. Supplier shall establish and comply with effective policies, standards, procedures, and guidelines for privacy, information protection, and data and systems security, and with all applicable privacy laws and regulations for the protection of Kaman Information, Confidential Information, and PII (collectively "Sensitive Information"). Supplier agrees to preserve the confidentiality, integrity and accessibility of Sensitive Information with administrative, technical, and physical measures that conform to generally recognized industry standards and best practices commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of Sensitive Information. Any information system belonging to, or operated by or for, the Supplier shall provide adequate security to prevent the intentional or unintentional disclosure of Sensitive Information to unauthorized persons; modification, destruction or loss of Sensitive Information; or copying of Sensitive Information to any unauthorized media.



- b. Supplier agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Sensitive Information or other event requiring notification. Supplier shall notify Kaman of any security breach, physical or logical, committed by or against Supplier within 24 hours of discovery. At the request of Kaman and to the extent permitted by law, the Parties shall cooperate with investigations conducted by or on behalf of Kaman. In the event of a breach of any of Supplier's security obligations, or other event requiring notification under applicable law, Supplier agrees to assume responsibility for informing all such individuals in accordance with applicable law. Supplier shall indemnify, hold harmless and defend Kaman and Kaman's Customer (including their trustees, officers, and employees) from and against any claims, damages, or other harm related to such notification event.

#### **40. SEVERABILITY/SURVIVAL.**

- a. If any Section of this Agreement is deemed to be invalid by a court of competent jurisdiction or is prohibited by applicable law, such Section shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such Section or the remaining Sections, terms or conditions of such Agreement.
- b. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranty, Counterfeits, Indemnification, Intellectual Property, Aviation Unique Requirements, Supplier Records, Defects, Compliance with Laws, Information Protection, Governing Law, News Release and Publicity, and Severability/Survival.

#### **41. OTHER REQUIREMENTS.**

- a. Currency. Unless otherwise indicated, all currency in this Agreement shall be United States dollars.
- b. English Language. All correspondence related to this Agreement shall be in the English language. Kaman may provide translated versions of the Standard Terms and Conditions of Purchase for informational purposes only. The original English language version will apply in the event of any disagreement over the meaning or construction of any provisions.
- c. Gratuities. Supplier warrants that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, any gratuities to Kaman's employees, agents or representatives for the purpose of securing this Agreement or securing favorable treatment under this Agreement.
- d. Headings. The headings used in this Agreement are for the convenience only and shall not define, limit, or extend the scope or the intent of the Sections to which the headings refer.
- e. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- f. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- g. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (i) upon receipt by the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

- h. News Releases and Publicity. Supplier shall not make or authorize any news release, advertisement, or other disclosure that relates to this Agreement or the relationship between Kaman and Supplier, denies or confirms the existence of this Agreement or makes use of Kaman's name or logo, without the prior written consent of Kaman.

#### **42. DISPUTES.**

Any dispute that arises under or is related to this Agreement that cannot be settled by mutual agreement of the Parties may be decided by a court of competent jurisdiction seated in the state or foreign jurisdiction where the purchase order was issued. Pending final resolution of any dispute, Supplier shall proceed with performance of this Agreement. The dispute resolution procedures set forth herein do not supersede, delay or otherwise affect any Kaman rights to terminate this Agreement as set forth in these Terms.

#### **43. LIMITATION OF LIABILITY.**

Nothing in this Agreement shall exclude or limit (a) Supplier's liability under the "Indemnification" or "Warranty" Sections here of, or (b) Supplier's liability for fraud, personal injury or death caused by its actions, omissions, negligence or willful misconduct. Kaman's liability on any claim of any kind arising out of or related to this Agreement shall in no case exceed the purchase price of the Deliverables which give rise to the claim which must be commenced within one year after the scheduled date of delivery of the Deliverables.

#### **44. DATA PRIVACY.**

The Supplier is expected to be cognizant of, and in full compliance with, all applicable data privacy laws and regulations, whether federal, state, provincial or international, including GDPR, in situations involving data privacy and the handling of Personal Data. In the event Supplier shares with Kaman any Personal Data during the contractual relationship with Kaman, Kaman expects that Supplier is doing so for a legitimate reason, and that it has the authority to do so. "Personal Data" as used in these provisions shall mean any data or information of an identified or identifiable natural person. Supplier agrees to indemnify and hold harmless Kaman from and against any claims, cost and damages of whatever kind raised against Kaman by any data subjects because of the absence or insufficiency of any legal reason for the transfer of such Personal Data by the Supplier. Should it become necessary that Supplier will process Personal Data for Kaman, Supplier hereby agrees to sign a Data Processor Agreement (DPA), or similar legally binding agreement, that will satisfy the mandatory legal requirements of the applicable data privacy laws and regulations. In addition to the foregoing, the Supplier shall employ appropriate physical, technical and organizational measures to ensure a level of security for Personal Data received from Kaman that is appropriate to the respective risk and that provides the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

#### **45. CYBERSECURITY.**

Supplier shall maintain a comprehensive information security program consistent with industry standards and Kaman Information Technology policy, and which contains appropriate administrative, technical, and physical safeguards reasonably designed to protect Kaman data from unauthorized disclosure and/or loss, including but not limited to the protection of personal information and Controlled Unclassified Information (CUI). The Supplier's information security program will include business continuity and disaster recovery plans that are consistent with industry standards and are designed to protect against loss of Kaman data. Supplier's information security program shall also include cyber incident reporting and data breach procedures to promptly notify Kaman in the event that the Supplier has reason to believe that there has been any unauthorized access to, or loss of, information from its systems or premises. Supplier will also ensure their information security program is fully compliant with DFARS Clause 252.204-7012: Safeguarding Covered Defense Information and Cyber Incident Reporting if applicable. Kaman, its auditors, and regulators will be entitled to audit the Supplier's systems used for the provision of the Deliverables in order to fulfill any legal or regulatory requirement. This right to audit shall also apply to all third party providers utilized by the Supplier for the provision of the Deliverables, except as otherwise negotiated with Kaman or Kaman's customers. These audit rights must be explicitly included in any subsequent subcontracts or agreements formed between the Supplier and Supplier's Supply Chain in connection with the performance of this Agreement. Unless required by law or a regulatory authority, Kaman will (a) provide reasonable notice of such audit, (b) conduct such audit only during normal business hours and (c)

limit the frequency of any such audits to no more than once a year. Kaman acknowledges that the Supplier will be entitled to restrict the scope of any such audit as may be reasonably necessary to protect the confidentiality and security of the data of other clients. Any costs associated with the audit shall be borne by the Supplier.

**Kaman Aerospace Corporation**  
**Standard Terms and Conditions of Purchase**  
**Addendum Dated 10-01-18**

*U.S. GOVERNMENT FLOWDOWN CLAUSES (clauses incorporated by reference)*

**If the Agreement supports a USG requirement, Section 18. FEDERAL ACQUISITION REGULATIONS - FOR U.S. GOVERNMENT SUBCONTRACTING ONLY is modified to include the following:**

The FAR and DFARS clauses referenced below, which are in effect at the date of the Agreement, are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Agreement. Any FAR or DFARS clause which does not apply to this Agreement, as defined and prescribed in the FAR or DFARS, is considered to be self-deleted. In all clauses listed herein, terms shall be revised to suitably identify the Party to establish Supplier’s obligations to Kaman and to the USG, and to enable Kaman to meet its obligations under the Prime Contract. The Contracts Disputes Act shall have no application to this Agreement. Any reference to a “Disputes” clause shall mean the “Disputes” Section of the Kaman Aerospace Corporation Standard Terms and Conditions of Purchase.

If the current date or substance of any of the clauses listed below is different from the date or substance of the clause incorporated in the Prime Contract referenced herein, the date or substance of the clause incorporated in the Prime Contract shall apply instead. Dollar thresholds cited below are for guidance only and may vary based on the date of the Prime Contract.

<b>FAR/DFARS CLAUSE</b>	<b>DESCRIPTION TITLE</b> <i>(Latest Revision at time of Agreement is to apply, unless otherwise noted)</i>
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees (Commercial Items Excluded)
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti-Kickback Procedures
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	Certificate and Disclosure Regarding Payments to Influence Certain Federal Transactions <i>{Contract Awards in Excess of \$150,000}</i>
52.203-12	Limitation on Payments to Influence Certain Federal Transactions <i>{Contract Awards in Excess of \$150,000}</i>
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hotline Poster(s)
52.203-15	Whistleblower Protection Under the Recovery and Reinvestment Act of 2009
52.203-16	Preventing Personal Conflicts of Interest
52.203-17	Contractor employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

<b>FAR/DFARS CLAUSE</b>	<b>DESCRIPTION TITLE</b> <i>(Latest Revision at time of Agreement is to apply, unless otherwise noted)</i>
52.203-18	Prohibition on Contracting with entities that Require Certain Internal Confidentiality Agreements or Statements - Representation
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-2	Security Requirements
52.204-9	Personal Identity Verification of Contractor Personnel
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards <i>(Except subparagraphs (c)(1) and (c)(3) do not apply)</i>
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.208-8	Required Sources for Helium and Helium Usage Data
52.209-5	Certification Regarding Responsibility Matters
52.209-6	Protecting the Government Interest When Subcontracting with Subcontractors Debarred, Suspended, or Proposed for Debarment
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements
52.212-4	Contract Terms and Conditions -- Commercial Items
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders -Commercial Items (Deviation 2013-O0019: Jan 2017)
52.214-26	Audit Records - Sealed Bidding
52.214-28	Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding
52.215-2	Audit and Records - Negotiation
52.215-10	Price Reduction for Defective Cost or Pricing Data
52.215-11	Price Reduction for Defective 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 Alt I	Integrity of Unit Prices – Alternate I
52.215-15	Pension Adjustments and Asset Reversions <i>{Contract Awards in Excess of \$750,000}</i>
52.215-16	Facilities Capital Cost of Money
52.215-17	Waiver of Facilities Capital Cost of Money
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions <i>{Contract Awards in Excess of \$750,000}</i>
52.215-19	Notification of Ownership Changes
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data
52.215-21	Requirements for Cost or Pricing Data or Information Other Than 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
52.216-5	Price Redetermination - Prospective
52.216-6	Price Redetermination - Retroactive
52.216-7	Allowable Cost and Payment <i>(In paragraph (a)(1) delete “Government” and add “Buyer” in its place, and delete “Contractor” and add “Seller” in its place. If the Seller is an educational institution, modify the clause by deleting from paragraph (a) the words “Subpart 31.2” and substituting them with “Subpart 31.3”. If the Order is with a State or local government, modify the clause by deleting from paragraph (a) the words “Subpart 31.2” and substituting for them “Subpart 31.6”. If the Order is with a nonprofit organization other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB Circular No. A-122, modify the clause by deleting from paragraph (a) the words “Subpart 31.2” and substituting for them “Subpart 31.7”.)</i>

<b>FAR/DFARS CLAUSE</b>	<b>DESCRIPTION TITLE</b> <i>(Latest Revision at time of Agreement is to apply, unless otherwise noted)</i>
52.216-8	Fixed Fee
52.216-10	Incentive Fee
52.216-16	Incentive Price Revision - Firm Target
52.216-17	Incentive Price Revision - Successive Targets
52.219-8	Utilization of Small Business Concerns
52.219-9	Small Business Subcontracting Plan
52.219-16	Liquidated Damages – Subcontracting Plan
52.222-1	Notice of Government of Labor Dispute
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation
52.222-11	Subcontracts (Labor Standards)
52.222-17	Nondisplacement of Qualified Workers
52.222-19	Child Labor – Cooperation with Authorities and Remedies
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000
52.222-21	Prohibition of Non-segregated Facilities <i>{Contract Awards in Excess of \$10,000}</i>
52.222-22	Previous Contracts and Compliance Reports <i>{Contract Awards in Excess of \$10,000}</i>
52.222-25	Affirmative Action Compliance
52.222-26	Equal Opportunity <i>{Contract Awards in Excess of \$10,000}</i>
52.222-27	Affirmative Action Compliance Requirements for Construction
52.222-34	Project Labor Agreement
52.222-35	Equal Opportunity for Veterans
52.222-36	Equal Opportunity for Workers With Disabilities
52.222-37	Employment Reports on Veterans
52.222-40	Notification of employee rights Under the National Labor Relations Act
52.222-41	Service Contract Labor Standards
52.222-50	Combating Trafficking in Persons (include Alt 1 if included in prime contract)
52.222-51	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Requirements
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Requirements
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 <i>{Contract Awards in Excess of \$500,000 being performed outside the United States}</i>
52.222-62	Paid Sick Leave Under Executive Agreement 13706
52.223-3	Hazardous Material Identification and Material Data Safety
52.223-6	Drug-Free Workplace
52.223-7	Notice of Radioactive Materials
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons
52.223-14	Acquisition of EPEAT®-Registered Televisions.
52.223-15	Energy Efficiency in Energy Consuming Products
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.223-20	Aerosols
52.224-1	Privacy Act Notification
52.224-2	Privacy Act
52.225-1	Buy American Act - Supplies

<b>FAR/DFARS CLAUSE</b>	<b>DESCRIPTION TITLE</b> <i>(Latest Revision at time of Agreement is to apply, unless otherwise noted)</i>
52.225-5	Trade Agreements
52.225-8	Duty-Free Entry
52.225-13	Restrictions on Certain Foreign Purchases.
52.225-19	Contractor Personnel in a Designated Operational Area or supporting a Diplomatic or Consular Mission Outside the United States
52.225-26	Contractors Performing Private Security Functions Outside the US
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-3	Patent Indemnity
52.227-9	Refund of Royalties
52.227-10	Filing of Patent Applications – Classified Subject Matter
52.227-11	Patent Rights – Ownership by Contractor
52.227-13	Patent Rights - Ownership by the Government,
52.227-14	Rights in Data - General
52.227-19	Commercial Computer Software License
52.228-3	Worker’s Compensation Insurance (Defense Base Act)
52.228-4	Workers Compensation and War Hazard Insurance Overseas
52.228-5	Insurance – Work on a Government Installation
52.228-7	Insurance -- Liability to Third Persons
52.229-2	North Carolina State and local Sales and Use Tax
52.229-3	Federal State and Local Taxes
52.229-10	State of New Mexico Gross Receipts and Compensating Tax
52.230-2	Cost Accounting Standards <i>{Contract Awards in Excess of \$750,000}</i>
52.230-3	Disclosure and Consistency of Cost Accounting Practices <i>Contract Awards in Excess of \$750,000}</i>
52.230-4	Disclosure and Consistency of Cost Accounting Practices
52.230-5	Cost Accounting Standards – Educational Institution
52.230-6	Administration of Cost Accounting Standards <i>{Contract Awards in Excess of \$750,000}</i>
52.232-16	Progress Payments
52.232-27	Prompt Payment for Construction Contracts
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.234-1	Industrial Resources Developed Under Title III, Defense Production Act
52.234-4	Earned Value Management System
52.236-13	Accident Prevention
52.237-2	Protection of Government Buildings, Equipment and Vegetation
52.242-13	Bankruptcy <i>(Except replace “a listing of Government contract numbers and contracting offices for all Government contracts” with “a listing of all Buyer Orders”)</i>
52.243-1	Changes - Fixed Price <i>(Except in subparagraph (c), replace the reference to 30 days with 15 days)</i>
52.243-2	Changes – Cost-Reimbursement <i>(Except in subparagraph (c), replace the reference to 30 days with 15 days)</i>
52.243-3	Changes – Time and Materials or Labor-Hours <i>(Except in subparagraph (c), replace the reference to 30 days with 15 days)</i>
52.243-6	Change Order Accounting
52.243-7	Notification of Changes
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property & Alternate 1
52.246-1	Contractor Inspection Requirements
52.246-2	Inspection of Supplies – Fixed Price

<b>FAR/DFARS CLAUSE</b>	<b>DESCRIPTION TITLE</b> <i>(Latest Revision at time of Agreement is to apply, unless otherwise noted)</i>
52.246-3	Inspection of Supplies – (Cost Reimbursement) “Contracting Officer” means “Kaman’s purchasing representative” and “Government” means “Kaman and Government” (provided that an inspection system accepted by the Government will be deemed accepted by Kaman), and where “Government” first appears in paragraph (k) it shall mean “government or Kaman”. The provisions in this clause for access, right to inspect, safety protection and relief from liability apply equally to Kaman and the Government
52.246-4	Inspection of Services - Fixed Price
52.246-5	Inspection of Services – Cost-Reimbursement
52.246-6	Inspection of Time and Material and Labor Hour “Contracting Officer” means “Kaman’s purchasing representative” and “Government” means “Kaman and Government” (provided that an inspection system accepted by the Government will be deemed accepted by Kaman), and where “Government” first appears in paragraph (k) it shall mean “government or Kaman”. The provisions in this clause for access, right to inspect, safety protection and relief from liability apply equally to Kaman and the Government
52.246-7	Inspection of Research and Development - Fixed Price
52.246-8	Inspection of Research and Development - Cost Reimbursement
52.246-9	Inspection of Research and Development - Short Form
52.246-16	Responsibility for Supplies
52.246-17	Warranty of Supplies of a Noncomplex Nature <i>(In the blanks at (b)(1) and (c)(1) insert “one year after acceptance.”)</i>
52.246-18	Warranty of Supplies of a Complex Nature <i>(In paragraph (b)(1) insert the words “one year after acceptance.”)</i>
52.246-20	Warranty of Services
52.247-63	Preference for U.S. Flag Carriers
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels and Alternate I
52.248-1	Value Engineering
52.248-3	Value Engineering – Construction
52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form)
52.249-2	Termination for Convenience of the Government (Fixed Price) <i>(In paragraph (c), termination inventory schedule shall be submitted no later than “60 days from the effective date of termination”, paragraph (d) is deleted, in paragraph (e), “the Seller shall submit the termination settlement proposal within 6 months”, and in paragraph (l), “a request for an equitable adjustment shall be requested within 45 days”.)</i>
52.249-6	Termination (Cost-Reimbursement) <i>(In paragraph (d), termination inventory schedule shall be submitted no later than “60 days from the effective date of termination”, paragraph (e) is deleted, in paragraph (f) “the Seller shall submit the termination settlement proposal within 6 months.” Paragraph (j) is deleted.)</i>
52.249-8	Default (Fixed-Price Supply and Service)
52.249-9	Default (Fixed-Price Research and Development)
52.249-14	Excusable Delays
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.204-7000	Disclosure of Information
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.204-7010	Requirements for Contractor to Notify DoD if the Contractors Activities are Subject to Reporting Under the US International Atomic Energy Agency Additional Protocol
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7015	Disclosure of Information to Litigation Support Contractors



<b>FAR/DFARS CLAUSE</b>	<b>DESCRIPTION TITLE</b> <i>(Latest Revision at time of Agreement is to apply, unless otherwise noted)</i>
252.208-7000	Intent to furnish Precious Metals as Government-Furnished Material
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country
252.209-7009	Organizational Conflict of Interest – Major Defense Acquisition Program
252.211-7000	Acquisition Streamlining
252.211-7003	Item Identification and Valuation
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry
252.215-7000	Price Adjustment
252.215-7002	Cost Estimating Systems Requirements
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)
252-219-7004	Small Business Subcontracting Plan (Test Program)
252.222-7000	Restrictions on Employment of Personnel
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements
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
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials
252.223-7006 Alt 1	Prohibition on Storage and Disposal of Toxic and Hazardous Materials
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
252.223-7008	Prohibition on Hexavalent Chromium
252.225-7001	Buy American Act and Balance of Payments Program (“Government” is not changed in this clause.)
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7004	Report of Intended Performance Outside of the United States and Canada – Submission after Award
252.225-7007	Prohibition on Acquisition of US Munitions List Items from Communist Chinese Military Companies
252.225-7008	Restriction on Acquisition of Specialty Metals
252.225-7009	Restrictions on Acquisition of Certain Articles Containing Specialty Metals
252.225-7010	Commercial Derivative Military Article – Specialty Metals Compliance Certificate
252.225-7012	Preference for Domestic Commodities
252.225-7013	Duty-Free Entry
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7019	Restriction on Acquisition of Foreign Anchor and Mooring Chain
252.225-7021	Trade Agreements
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
252.225-7033	Waiver of United Kingdom Levies
252.225-7040	Contractors Personnel Supporting US Armed Forces Deployed Outside the United States
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States
252.225-7048	Export Controlled Item
252.225-7993	Prohibition on Providing Funds to the Enemy (Deviation 2015-00016)
252.226-7001	Utilization of Indian Organizations, and Indian-Owned Economic Enterprises and Hawaiian Small Business Concerns
252.227-7012	Patent License and Release Contract



<b>FAR/DFARS CLAUSE</b>	<b>DESCRIPTION TITLE</b> <i>(Latest Revision at time of Agreement is to apply, unless otherwise noted)</i>
252.227-7013	Rights in Technical Data – Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	Technical Data – Commercial Items
252.227-7016	Rights in Bid or Proposal Information
252.227-7017	Identification and Assertion of Use, Release or Disclosure Restrictions
252.227-7018	Rights in Noncommercial Technical Data and Computer Software - Small Business Innovation Research (SBIR) Program
252.227-7019	Validation of Asserted Restrictions – Computer Software
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends
252.227-7026	Deferred Delivery of Technical Data or Computer Software
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government
252.227-7030	Technical Data – Withholding of Payment
252.227-7032	Rights in Technical Data and Computer Software (Foreign)
252.227-7033	Rights in Shop Drawings
252.227-7037	Validation of Restrictive Markings on Technical Data
252.227-7038	Patent Rights – Ownership by Contractor (Large Business)
252.228-7001	Ground and Flight Risk
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
252.229-7004	Status of Contractor as a Direct Contractor (Spain)
252.229-7011	Reporting of Foreign Taxes - US Assistance Programs
252.231-7000	Supplemental Cost Principles
252.234-7002	Earned Value Management System
252.235-7003	Frequency Authorization
252.236-7013	Requirements for Competition opportunity for American Steel Producers, Fabricators, and manufacturers
252.237-7023	Continuation of Essential Contractor Services
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services
252.239-7018	Supply Chain Risk
252.242-7004	Material Management and Accounting System
252.243-7001	Pricing of Contract Modifications
252.243-7002	Requests for Equitable Adjustment
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)
252.245-7001	Tagging, Labeling and Marking of Government Furnished Property
252.245-7002	Reporting Loss of Government Property
252.245-7003	Contractor Property Management System Administration
252.245-7004	Reporting, Reutilization and Disposal
252.246-7001	Warranty of Data
252.246-7003	Notification of Potential Safety Issues
252.246-7005	Notice of Warranty Tracking of Serialized Items
252.246-7006	Warranty Tracking of Serialized Items
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System {Delete introductory text. Paragraphs (a) through (e) apply for Purchase Orders for electronic parts or assemblies containing electronic parts. }

<b>FAR/DFARS CLAUSE</b>	<b>DESCRIPTION TITLE</b> <i>(Latest Revision at time of Agreement is to apply, unless otherwise noted)</i>
252.246-7008	Sources of Electronic Parts
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation by Sea
252.249-7002	Notification of Anticipated Contract Termination or Reduction