



SONFARREL AEROSPACE, LLC PURCHASING TERMS AND CONDITIONS FOR COMMERCIAL
ITEMS
(REV. 050522)

1. Acceptance of Purchase Order; Entire Agreement; Modifications; Headings/Retention of Records.
 - a. Any signed agreement or written acknowledgment by Seller to furnish the goods hereby ordered, or Seller's commencement of performance, or acceptance of payment, shall constitute acceptance by Seller of this P.O. (hereinafter "P.O.") subject exclusively to these terms and conditions. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions of Buyer shall be void and of no effect unless specifically agreed to by Buyer in writing. These terms and conditions, together with any referenced attachments, constitute the entire agreement between the parties with respect to the subject matter of this P.O., superseding any prior or contemporaneous written or oral agreements. Modifications to these terms and conditions, to be effective, must be made in writing, dated, and signed by Buyer's purchasing representative. Headings provided in this P.O. are for convenience of reference only, and shall not be used to construe or limit the provisions of this P.O.
 - b. Unless a longer period is specified in this Contract or by law or regulation, SELLER shall retain all records related to this Contract for four (4) years from the date of final payment received by SELLER. Records related to this Contract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, SELLER shall timely provide access to such records to the US Government and/or SONFARREL upon request.
2. Price and Place of Performance. The prices established by this P.O. are firm fixed prices unless this P.O. specifically provides otherwise. Seller warrants that the prices charged herein do not exceed the unit prices charged by Seller to other customers in substantially similar transactions. If Seller intends to change the place of performance of Work under this Contract from the place(s) identified in Seller's proposal, Seller shall provide prior written notice to Buyer.
3. Taxes and Duties. Unless this P.O. specifies otherwise, the price of this P.O. includes, and Seller is liable for and shall pay, all taxes, impositions, charges, duties and exactions imposed on or measured by this P.O. except for applicable sales and use taxes that are separately stated on Seller's invoice. Terms of payment shall be net thirty (30) days from latest of the following: (1) Buyer's receipt of Seller's proper invoice. Prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption. To the extent that Buyer is required to do so under applicable United States law or tax regulations, Buyer may deduct from any payments due to Seller pursuant to this P.O. such taxes as Buyer is required to withhold from such payments and pay such taxes to the relevant tax authorities; provided, however, that Buyer provides Seller with relevant tax receipts or other suitable documentation evidencing the payment of such taxes promptly after such taxes are paid. Buyer shall have a right of setoff against payments due or at issue under this Contract or any other Contract between the parties.
4. New Materials. All goods to be delivered hereunder shall consist entirely of new materials. Any materials of foreign origin shall be conspicuously marked by Seller as to the country of origin.

5. Delivery/Shipping Instructions.
 - a. Time is of the essence and failure to deliver in accordance with the delivery schedule, absent *force majeure* circumstances, shall constitute a material breach of this P.O. Advance deliveries, prior to scheduled delivery date, may be refused by Buyer in its sole discretion at Seller's risk. Buyer may defer payment of accepted advanced deliveries until the scheduled delivery dates. Seller shall notify Buyer in writing immediately of any actual or potential delay to the performance of this P.O., including: (i) reason for the threatened delay, and (ii) proposed revised delivery schedule. Buyer's acceptance of late-delivered goods shall not constitute a waiver of this provision.
 - b. P.O. numbers must appear on all correspondence, shipping labels, shipping documents, bills of lading, and invoices. Seller shall be responsible for the proper packaging of goods ordered. No charges will be allowed for packaging or shipping unless specified in the P.O. Items shipped on the same day, even if of different P.O.s, must be consolidated on one bill of lading or airbill, as appropriate. All goods shall be shipped to Buyer F.O.B. Destination, and Seller shall be responsible for damage to and/or risk of loss of the deliverables until delivery at Buyer's plant.
6. Warranty. Seller warrants the goods delivered or services performed, shall be new, not be or contain counterfeit items or ingredients, free from defects in workmanship, materials, design (only if the goods are of Seller's design), free of infringement of any patent, design registration, copyright, or trademark of a third party, and to be in accordance with all the requirements of this P.O. and other implied or express warranties allowed by law. These warranties shall survive final acceptance and payment. Seller shall be liable for and save Buyer harmless from, any loss, damage, or expense whatsoever that Buyer may suffer from breach of these warranties. Remedies for defective goods shall be at Buyer's election including repair, replacement or reimbursement of the purchase price of nonconforming goods and, in the case of services, either correction of the defective services or reimbursement of the amounts paid by Buyer for such services. All warranties shall run to Buyer and its customers and end-users.
7. Stop Work. Seller shall stop work immediately upon receipt of written notice from Buyer, taking all reasonable steps to minimize the incurrence of costs allocable to the work during the period of the work stoppage. Within such period, Buyer will either terminate the order in accordance with the Termination for Convenience clause of this P.O., or authorize Seller in writing to continue to perform. In the event of a continuation, an equitable adjustment, in accordance with the Changes clause of this P.O., shall be made to the price, delivery schedule, or other provisions of the P.O. affected by the work stoppage.
8. Termination for Convenience. Buyer may, by written notice, terminate all or part of this P.O. at any time, and such termination shall not constitute Buyer's default. In the event of partial termination, Seller shall continue to perform the balance of work that is not terminated. Seller shall be reimbursed for actual, reasonable, substantiated and allowable costs, plus a reasonable profit for work performed to date of termination, subject to Buyer's right to audit or have audited, Seller's termination proposal. Seller's warranties and indemnity obligations shall survive termination.
9. Termination for Default. Buyer may, by written notice, terminate this P.O. in whole or in part at any time for breach of any term of this P.O., for failure to make progress so as to endanger performance of this P.O., or failure to provide adequate assurance of future performance. In the event of partial termination, Seller shall continue to perform the balance of work that is not terminated. Seller's warranties and indemnity obligations shall survive termination. Buyer's acceptance of non-terminated goods shall not constitute a waiver of this provision. In the event of Seller's default, Buyer may exercise all rights accruing to it both at law (including, without limitation, Art. 2 of the Uniform Commercial Code), or in equity.
10. Force Majeure. Except for defaults of Seller's subcontractors at any tier, neither Buyer nor Seller shall be liable for any failure to perform due to any cause beyond their reasonable control and

without their fault or negligence, including, without limitation, acts of God, fires, floods, earthquakes, epidemics, terrorism, strikes, labor or freight embargoes, or acts of Government in either its sovereign or contractual capacity ("Force Majeure"). In the event Force Majeure circumstances arise, the party whose performance is so affected shall notify the other party in writing and, at Buyer's option, this P.O. shall be amended and completed with such adjustments as are reasonably required, or this P.O. may be terminated in whole or in part, for convenience.

11. Disputes/Choice of Law/Jurisdiction. Any controversy or claim that arises in furtherance of this P.O., that after good faith negotiations cannot be resolved, may be resolved by submitting the claim to a state or federal court located exclusively in the County of Orange, State of California. *Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of under or in connection with this Contract.* Pending resolution or settlement of any dispute, Seller shall diligently proceed with its obligations under the P.O. Disputes and/or suits under this P.O. shall be interpreted and construed according to the laws of the State of California, excluding its Conflicts of Laws rules, with exclusive jurisdiction in the County of Orange, State of California, EXCEPT THAT, any provision in this P.O. that incorporates in full text or by reference to the Federal Acquisition Regulations (FAR), or a federal agency supplement to the FAR (e.g., Defense Federal Acquisition Regulations Supplement (DFARS)), that is in dispute, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal courts, federal boards of contract appeals, and quasi-judicial agencies of the federal government.
12. Indemnity. Seller shall defend, indemnify, and hold harmless Buyer, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.
13. Proprietary Rights.
 - a. Unless otherwise expressly agreed in writing to the contrary, all specifications, information, data, drawings, software and other items supplied to Buyer by Seller shall be disclosed to Buyer on a non-proprietary basis and may be used and/or disclosed by Buyer without restriction, unless (i) otherwise required by the U.S. Government Regulations referred to below, or (ii) the Buyer has executed a separate agreement restricting the use and disclosure of such information.
 - b. Subject to Section 13 (e) below, all specifications, information, data, drawings, software and other items which are (i) supplied to Seller by Buyer or (ii) obtained or developed by Seller in the performance of this P.O. or paid for by Buyer shall be proprietary to Buyer, shall be used only for purposes of providing goods or services to Buyer pursuant to this P.O., and shall not be disclosed to any third party without Buyer's express written consent. All information or items supplied by Buyer, paid for by Buyer, or obtained by Seller in performance of this P.O. shall be promptly provided to Buyer on request or upon completion of this P.O. Seller shall employ the same standard of care to Buyer's proprietary information as Seller uses to protect its own proprietary information, but in no case less than reasonable care. If this P.O. is issued pursuant to a U.S. Government prime or sub defense contract, these restrictions and obligations, subject to the Order of Precedence provision of this P.O., are in addition to DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013).
 - c. Subject to Section 13 (e) below, any invention or intellectual property first made or conceived by Seller in the performance of this P.O. or which is derived from or based on the use of information supplied by Buyer shall be considered to be the exclusive property of Buyer, and Seller shall execute such documents necessary to perfect Buyer's title thereto. Subject to Section 13 (e) (Government data rights, if any) below, any work performed pursuant to this P.O. which includes any copyright interest shall be considered a "work made for hire."

- d. If Seller becomes aware of any compromise of information used in the performance of this Contract or provided by Buyer to Seller, its officers, employees, agents, suppliers, or subcontractors (an "Incident"), Seller shall take appropriate immediate actions to investigate and contain the Incident and any associated risks, including notification within seventy-two (72) hours to Buyer after learning of the Incident. As used in this clause, "compromise" means that information has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform the Work. Seller shall provide reasonable cooperation to Buyer in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remedying Incidents shall be borne by Seller.
 - e. Applicable Government Procurement Regulations shall take Order precedence over any conflicting provision of this Section 14 to the extent that such Regulations so require. The incorporation by reference of such U.S. Government Regulations dealing with subcontractors rights in Technical Data, subject inventions, copyrights, software and similar intellectual property are not intended to, and shall not, unless otherwise required by applicable law, obviate or modify any greater rights which Seller may have previously granted to Buyer pursuant to prior agreements between the parties.
 - f. Seller shall not publish, distribute, or use any information developed under or about the existence of this P.O., or use the Buyer company name, logo, trademark, service mark, or trade dress for the purpose of advertising, making a news release, creating a business reference, creating a website content or for products or service endorsement without prior written approval of Buyer.
 - g. The foregoing shall not apply to: information that at the time of disclosure had been previously publicly disclosed; information published after disclosure unless such publication was a breach of this P.O.; information that was already known to the receiving party as evidenced by business records; information that is independently developed by a receiving party without access to or reliance upon information disclosed; or information disclosed by a third-party who insofar as known, is not in violation of any contractual, legal or fiduciary obligation with respect to such information. Proprietary information shall not be deemed to be in the public domain merely because any part of the information is embodied in a general disclosure or because individual features, components, or combinations thereof are now or become known to the general public.
14. Buyer Furnished Property. All drawings, tools, jigs, dies, fixtures, materials, and other items supplied or paid for by Buyer shall be and remain the property of Buyer; and Buyer shall have the right to enter Seller's premises and remove any such property at any time without being liable for trespass or damages of any sort. All such items shall be used only in the performance of work under this P.O. unless Buyer consents otherwise in writing. Material made in accordance with Buyer's specifications and drawings shall not be furnished or quoted by Seller to any other person or concern without Buyer's prior written consent. Seller shall have the obligation to maintain all property furnished by Buyer to Seller and shall be responsible for all loss or damage to said property except for normal wear and tear.
15. Order of Precedence. In the event of any inconsistency or conflict between or among the provisions of this P.O., such inconsistency or conflict shall be resolved by the following descending order of preference: 1. Order-specific special provisions on the face of the P.O.; 2. Sonfarrel Purchasing Terms and Conditions for Commercial Items (Rev. 050322); 3. Documents incorporated by reference by the Sonfarrel Purchasing Terms and Conditions for Commercial Items (Rev. 050322); and 4. Statement of Work. In the event of conflict between specifications, drawings, samples, designated type, part number, or catalog description, the specifications shall govern over drawings, drawings over samples, whether or not approved by Buyer. In cases of ambiguity in the specifications, drawings, or other requirements of this P.O., Seller must, before proceeding, consult Buyer, whose written interpretation shall be final.
16. Inspection/Quality Control System.

- a. All material and workmanship shall be subject to inspection and test at all reasonable times and places within sixty (60) days of delivery to Buyer or such other place as may be designated by Buyer, by Buyer, Buyer's customer, or their designated representative. Buyer may require Seller to repair, replace or reimburse the purchase price of rejected material or Buyer may accept any materials and upon discovery of nonconformance, may reject or keep and rework any such materials not so nonconforming. Cost of repair, rework, replacement inspection, transportation, repackaging, and/or reinspection by Buyer shall be at Seller's expense. If inspection and test are made on the premises of Seller or Seller's lower tier subcontractors, Seller shall furnish without additional charge all reasonable facilities, information and assistance necessary for the sale and convenient inspection and tests required by the inspectors in the performance of their duty. Buyer's failure to inspect does not relieve Seller of any responsibility to perform according to the terms of the P.O.
- b. Seller shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Contract. Records of all quality control inspection work by Seller shall be kept complete and available to Buyer and its customers.

17. Changes and Technical Direction.

- a. Buyer shall have the right by written order to suspend work and/or make changes to: (i) technical requirements; (ii) shipment or packaging methods; (iii) place of delivery, inspection or acceptance; (iv) adjustments to quantities or delivery schedules; (v) time or place of performance; and (vi) terms and conditions of this P.O. required to meet Buyer's obligations under its contract or subcontract. If such suspension or changes cause an increase or decrease in the cost of Seller's performance of this P.O. or in the time required for its performance, an equitable adjustment shall be negotiated promptly and the P.O. shall be modified in writing accordingly. Any claim by Seller for adjustment under this Section 17.a. (Changes) must be asserted in writing within thirty (30) calendar days from the date of receipt by Seller of notification of the change or suspension and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures. Nothing herein shall excuse the Seller from proceeding with this P.O. as changed pending resolution of the claim. Only the Buyer's authorized procurement agent has the authority on behalf of Buyer to make changes to this P.O.
- b. Information, advice, approvals or instructions given by Buyer's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Buyer's and Seller's rights and obligations hereunder unless set forth in a writing which is signed by Buyer's purchasing representative and which states it constitutes an amendment or change to this P.O.

18. Indemnity.

- a. Seller shall defend, indemnify, and hold harmless Buyer, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.
- b. Seller warrants that all work, services, and items provided by Seller pursuant to this P.O. shall be free from liens, encumbrances, and those goods which are not of Buyer's design shall be free of claims of infringement (including misappropriation) of third-party intellectual property rights. Seller agrees to defend any such claims or suits at Seller's expense, and hold Buyer harmless therefrom. Seller shall not settle any such claim or suit without Buyer's prior written approval, which shall not unreasonably be withheld. Seller may replace or modify infringing items with comparable goods acceptable to Buyer of substantially the same form, fit, and function so as to remove the source of infringement, and Seller's obligations under

this P.O., including those contained in Section 6 (Warranty) and in this Section 19 (Indemnity) shall apply to the replacement and modified items.

19. Insurance.

- a. Seller shall be responsible for the actions and failure to act of all parties retained by, through, or under Seller (including its subcontractors) in connection with the performance of this P.O. Seller shall maintain and cause its subcontractors to maintain throughout its performance under this P.O., and for a period of 24 months thereafter, Commercial General Liability (CGL) including Products Liability and Completed Operations liability insurance in the amount of \$1 million per occurrence and \$2 million in the aggregate, Employer's Liability (EL) in the amount of \$1 million per occurrence and \$2 million in the aggregate, Motor Vehicle Liability (Personal Injury and Property Damage) with a minimum of \$1 million per occurrence limit and \$2 million in the aggregate, and Worker's Compensation insurance meeting the statutory requirements.
- b. During the performance of any order to Seller, Seller shall provide Buyer with certificates evidencing required insurance naming Buyer as an additional insured, and a waiver of subrogation. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of Buyer and is not contributory with any insurance which Buyer may carry. Seller shall provide Buyer thirty (30) days advance written notice prior to the effective date of any cancellation or change in the terms or coverage of any of Seller's required insurance, provided, however, such notice shall not relieve Seller of its obligations to maintain the insurance required by this provision.

20. Export Controls.

- a. If Seller is a U.S. owned or domiciled company, that engages in the business of either manufacturing or exporting defense articles or furnishing defense services (whether or not the defense articles or services are intended for export), the Seller hereby certifies that it has registered, or will immediately register, with the U.S. Department of State Directorate of Defense Trade Controls in accordance with 22 C.F.R. 122, and understands its obligations to comply with International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR").
- b. Seller shall control the disclosure of and access to technical data, information and other items received under this P.O. in accordance with U.S. export control laws and regulations. Seller agrees that no technical data, information or other items provided by the Buyer in connection with this P.O. shall be provided to any foreign persons or to a foreign entity, including without limitation, a foreign subsidiary of Seller, without the express written authorization of the Buyer. Seller shall indemnify Buyer for all liabilities, penalties, losses, damages, costs or expenses, including attorney's fees and costs, that may be imposed on or incurred by Buyer in connection with any violations of such laws and regulations by Seller.
- c. Seller shall immediately notify Buyer if it is or becomes listed on any Excluded or Denied Party List of an agency of the U.S. Government or its export privileges are denied, suspended or revoked (<https://sam.gov>).

21. Standards of Business Ethics and Conduct. By the acceptance of this P.O., Seller represents that it has neither received or given any gifts or gratuities, nor participated in any other conduct in connection with this P.O. that violates the Standards of Business Ethics and Conduct of Sonfarrel (available at www.Son-Aero.com). If, at any time, Buyer determines that Seller is in violation of such Standards, Buyer may cancel this P.O. for default upon written notice to Seller and Buyer shall have no further obligation to Seller. Use of the Seller's written ethics & compliance policies, if any, in lieu of Buyer's, must be approved in writing by Buyer. Seller shall include the substance of this clause, including its flow-down requirement, in all subcontracts awarded by Seller to perform work related to this P.O.

22. Independent Contractor. Seller is, and shall remain, an independent contractor during the performance of any order issued by Buyer.

23. Last Buy Notice. Seller shall notify Buyer in writing if any of the ingrediants, Items, parts, subcomponents, and/or components purchased by Seller are or are expected to be going out of production due to obsolescence or will no longer be commercially available. To the extent practicable, Seller shall provide this notice at least twelve (12) months prior to the anticipated date of unavailability, identifying the item by name, and the name and address of the supplier for such item(s).
24. Electronic Transmission. The parties agree that if this P.O., Seller's acknowledgment, and related documents may be transmitted electronically, and neither party shall contest its validity, or any acknowledgment thereof, on the basis that the parties have utilized electronic signatures. The parties are authorized to send and receive business communications and related documents by electronic means using internet-based technologies as much as practicable, including, without limitation, email.
25. Communication with Buyer's Customer. Seller shall not communicate with Buyer's customer or higher tier customer in connection with this Contract, except as expressly permitted in writing by Buyer. This clause does not prohibit Seller from communicating with the U.S. Government with respect to (1) matters Seller is required by law or regulation to communicate to the Government, (2) fraud, waste, or abuse communicated to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information, or (3) any matter for which this Contract, including a FAR or FAR Supplement clause included in this Contract, provides for direct communication by Seller to the Government.
26. Technical Direction. Buyer's engineering and technical personnel may from time to time render assistance or give technical advice or discuss or effect an exchange of information with Seller's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Contract and shall not be the basis for equitable adjustment. Only the Buyer Procurement Representative has authority on behalf of Buyer to make changes to this Contract. All amendments reflecting a change must be identified as such in writing and executed by the parties.
27. Change in Control of Seller. Prior to a potential change of control of Seller and at least ninety (90) days prior to the proposed effectiveness of such change of control, Seller will promptly notify Buyer in writing thereof, and provide the identity of the potential new controlling party and information on such party and the transaction as Buyer may request, consistent with applicable law and confidentiality restrictions.
28. Assignments. Seller may not assign any rights or delegate any of its obligations due or to become due under this P.O. without the prior written consent of Buyer. Any purported assignment or delegation by Seller without such consent shall be void. Buyer may assign this P.O. to (i) any affiliated company, (ii) any successor in interest, or (iii) Buyer's customer. Buyer shall have the right at any time to set off any amount owing from Seller to Buyer or Buyer's subsidiaries and/or affiliates against any amount due and owing to Seller or any of its subsidiaries and/or affiliates pursuant to this P.O. or any other contractual agreement between Buyer and Seller or their respective subsidiaries and/or affiliates. Seller shall promptly notify the Buyer in writing in advance of any organizational changes planned by Seller, including name or ownership changes, mergers or acquisitions.
29. Severability/Survivability. If any provision of this P.O. or application thereof is found invalid, illegal or unenforceable by law, the remainder of this P.O. will remain valid, enforceable and in full force and effect, and the parties will negotiate in good faith to substitute a provision of like economic intent and effect. All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Contract, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of intellectual

property and proprietary information), and product support obligations shall survive the expiration or termination of this Contract.

30. Remedies. Except as otherwise provided in the P.O., the rights and remedies of the parties shall be in addition to their rights and remedies at law or in equity. Failure of either party to enforce any of its rights shall not constitute a waiver of such rights or waiver of any such provision. Remedies awarded shall include the recovery of attorney's fees and costs to the prevailing party, and if no party is deemed to be a prevailing party, each party shall be responsible for its own attorney's fees and costs.
31. Compliance with Laws/Flow-Down of Federal Acquisition Regulations (FAR) and Agency Supplements.
- a. Seller warrants that the materials to be furnished and the services to be rendered under this P.O. shall be manufactured, sold, used and rendered in compliance with all relevant federal, state, local law, orders, rules, ordinances, and regulations. Seller certifies that with respect to the production of the Goods and/or the performance of the services covered by this P.O., it has fully complied with Sections 6, 7, 12, and 15 of the Fair Labor Standards Ad of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof, if applicable.
 - b. Seller warrants that it has complied with the Anti-Kickback Ad of 1986 and has not offered or given and will not offer or give to any employee, agent, or representative of Buyer any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986 (41 U.S.C. § 51 et seq.). Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.
 - c. Seller represents that each chemical substance contained in the goods ordered by Buyer is on the list of chemical substances published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 U.S.C. § 2601 et seq., as amended).
 - d. For orders placed in support of and a U.S. Department of Defense (DOD) contract or subcontract, the clauses set forth in the FAR or the DFARS in effect as of the date of the order are incorporated herein by reference, as set forth in *Buyer's Supplemental Provisions for Purchase of Commercial or Non-Commercial Items Under a U.S. Government Prime Contract or Subcontract (DOD, Rev. 050322)*, attached hereto and incorporated by reference. In all clauses listed therein, the terms 'Government and "Contractor' shall be revised to identify the contracting parties under this P.O. The Seller shall include the terms of this Article 31 (Compliance with Laws/Flow-Down of Federal Acquisition Regulations and Agency Supplements), including this Section 31 (d) in all P.O.s or subcontracts awarded under this P.O., for all orders placed in support of a U.S. Government contract or subcontract.