



W R Systems, Ltd.

Terms and Conditions of Purchase

Addendum 3

When the materials, and products (“goods”) or services, including the products resulting from services are for use in connection with a U. S. Government Department of Defense Prime Contract or higher-tier subcontract, in addition to the WR Terms and Conditions of Purchase, Addendums 1 and 2, the following Department of Defense FAR Supplement (DFARS) clauses and provisions shall apply as required by the terms of the prime contract or by operation of law or regulation. The effective version of each DFARS provision shall be the same version as that which appears in Buyer’s Prime Contract, or higher-tier subcontract under which this Purchase Order is a subcontract. In the event of a conflict between these DFARS provisions in this Addendum 3 and the WR Terms and Conditions of Purchase, Addendums 1 and 2, the DFARS provisions of this Addendum 3 shall control.

The following clauses set forth in the DFARS in effect as of the date of the prime contract are incorporated herein by reference. In all clauses listed herein, the terms “Government”, “Contracting Officer” and “Contractor” shall be revised to suitably identify the contracting parties under this Purchase Order and effect the proper intent of the provision except where further clarified or modified below. However, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or his or her duly authorized representative, and (2) when title to property is to be transferred directly to the Government. “Subcontractor,” however, shall mean “Seller’s Subcontractor” under this Purchase Order. The listed DFARS clauses are incorporated herein as set forth in full text unless made inapplicable by their corresponding notes, if any. If any of the following DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting. The Seller, by signing its offer, hereby certifies compliance with the following clauses and is, therefore, eligible for award. With respect to any applicable DFARS clauses incorporated into this Purchase Order relating to rights in noncommercial technical data and noncommercial computer software and noncommercial computer software documentation, the Seller grants to Buyer the right to use, disclose, modify, combine, integrate or make derivative works of any noncommercial technical data, noncommercial computer software and/or noncommercial computer software documentation delivered under this Purchase Order to the extent necessary, and for such period as is required, for Buyer to complete its performance under the Buyer’s U.S. Government programs.

INCLUDE THE FOLLOWING IN ALL ORDERS:

1. **252.204-7000** “Disclosure of Information”
2. **252.204-7008** “Export-Controlled Items”
3. **252.208-7000** “Intent to Furnish Precious Metals as Government-Furnished Material”
4. **252.209-7004** “Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country”
5. **252.211-7003** “Item Identification and Valuation” (Seller’s obligations under this clause are limited to cooperating with Buyer’s efforts to comply with this clause, including granting Buyer access to Seller’s deliverables at its facilities and to appropriate property records.)
6. **252.211-7007** “Reporting of Government- Furnished Equipment in the DOD item Unique (IUID) Registry ” (Seller’s obligations under this clause are limited to cooperating with Buyer’s efforts to comply with this clause, including granting Buyer access to Seller’s deliverables at its facilities and access to appropriate property records.)
7. **252.215-7003** “Excessive Pass-Through Charges – Identification of Subcontract Effort”. (APR 2007) (excluding paragraph (c)(1), which is deleted from this provision) (Applicable to solicitations for Purchase Orders issued under DoD solicitations after April 25, 2007 and before May 13, 2008, except solicitations for FFP Purchase Orders to be awarded on the basis of adequate price competition and FP Purchase Orders with economic price adjustment to be awarded on the basis of adequate price competition.) (The term “Offeror” shall mean “Seller”.)
8. **252.215-7003** “Excessive Pass-Through Charges-Identification of Subcontractor Effort” (MAY 2008) (excluding Paragraph (c) (1)), which is deleted from this provision).(Applicable to solicitations for Purchase Orders issued under DoD solicitations issued after May 12, 2008 and before October 14, 2009, except solicitations for FFP Purchase Orders to be awarded on the basis of adequate price competition and FP Purchase Orders with economic price adjustment to be awarded on the basis of adequate price competition.) (The term “Offeror” shall mean “Seller”.)
9. **252.215-7004** “Excessive Pass-Through Charges” (APR 2007) (Applicable to Purchase Orders issued under DoD contracts awarded after April 25, 2007 and before May 13, 2008, except FFP Purchase Orders awarded on the basis of adequate price competition and FP Purchase Orders with economic price adjustment awarded on the basis of adequate price competition.)

10. **252.215-7004 & Alt I** “Excessive Pass-Through Charges” (MAY 2008) (Include Alternate 1 if it is included in the prime contract)(Applicable to Purchase Orders issued under DoD contracts awarded after May 12, 2008 and before October 14, 2009, except for FFP Purchase Orders awarded on the basis of adequate price competition and FP Purchase Orders with economic price adjustment awarded on the basis of adequate price competition.)
11. **252.222-7000** “Restrictions on Employment of Personnel”
12. **252.223-7001** “Hazard Warning Labels”
13. **252.223-7002** “Safety Precautions for Ammunition and Explosives” (“Government” means “Government and/or Buyer”)
14. **252.223-7003** “Change in Place of Performance – Ammunition and Explosives”
15. **252.223-7006** “Prohibition on Storage and Disposal of Toxic and Hazardous Materials”
16. **252.223-7007** “Safeguarding Sensitive Conventional Arms, Ammunition and Explosives”
17. **252.225-7001** “Buy American Act and Balance of Payments Program”
18. **252.225-7002** “Qualifying Country Sources as Subcontractors”
19. **252.225-7007** “Prohibition on Acquisition of United States Munitions list Items from Communist Chinese Military Companies” (applicable to acquisition of munitions list items only)
20. **252.225-7008** “Restriction on Acquisition of Specialty Metals” (Applicable to Purchase Orders for the delivery of specialty metals as end items.)
21. **252.225.-7009** “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (excluding Paragraph (d) which is deleted from this clause) (This clause applies to Purchase Orders under prime contracts awarded after July 28, 2009.)
22. **252.225-7010** “Commercial Derivative Military Article – Specialty Metals Compliance Certificate” (This clause applies to Purchase Orders under prime contract awarded after July 28, 2009.)
23. **252.225-7012** “Preference for Certain Domestic Commodities”
24. **252.225-7013** “Duty-Free Entry”
25. **252.225-7014 & Alt. 1** “Preference for Domestic Specialty Metals and Alternate 1” (Applicable to Purchase orders under prime contracts awarded before July, 29, 2009)
26. **252.225-7014 (Dev. No. 2006-O0004) & Alt. 1 (Dev. No. 2006-O0004)** “Preference for Domestic Specialty Metals” (DEVIATION No. 2006-O0004) and Alternate 1 (DEVIATION No. 2006-O0004) (These deviations apply to Purchase Orders under prime contracts awarded after November 15, 2006 and before October 26, 2007)
27. **252.225-7014 (Dev. No. 2007-O0011) & Alt. 1 (Dev. No. 2007-O0011)** “Preference for Domestic Specialty Metals” (DEVIATION No. 2007-O0011) and Alternate 1 (DEVIATION No. 2007-O0011) (These deviations apply to Purchase Orders under prime contracts awarded after October 25, 2007 and before January 29, 2008)
28. **252.225-7014 (Dev. No. 2008-O0002) & Alt. 1 (Dev. No. 2008-O0002)** “Preference for Domestic Specialty Metals” (DEVIATION No. 2008-O0002) and Alternate 1 (DEVIATION No. 2008-O0002) (These deviations apply to Purchase Orders under prime contracts awarded after January 28, 2008 and before July 29, 2009.)
29. **252.225-7015** “Restriction on Acquisition of Hand or Measuring Tools”
30. **252.225-7016** “Restriction on Acquisition of Ball and Roller Bearings”
31. **252.225-7019** “Restriction on Acquisition of Foreign Anchor and Mooring Chain”
32. **252.225-7025** “Restriction on the Acquisition of Forgings”
33. **252.225-7027** “Restriction on Contingent Fees for Foreign Military Sales”
34. **252.225-7028** “Exclusionary Policies and Practices of Foreign Governments”
35. **252.225-7030** “Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate”
36. **252.225-7031** “Secondary Arab Boycott of Israel”
37. **252.225-7038** “Restriction on Acquisition of Air Circuit Breakers”

38. **252.225-7040** "Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States"
39. **252.227-7013** "Rights in Technical Data – Noncommercial Items"
40. **252.227-7014** "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation"
41. **252.227-7015** "Technical Data – Commercial Items"
42. **252.227-7016** "Rights in Bid or Proposal Information"
43. **252.227-7017** "Identification and Assertion of Use, Release, or Disclosure Restrictions"
44. **252.227-7019** "Validation of Asserted Restrictions – Computer Software"
45. **252.227-7025** "Limitation on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends"
46. **252.227-7026** "Deferred Delivery of Technical Data or Computer Software"
47. **252.227-7027** "Deferred Ordering of Technical Data or Computer Software"
48. **252.227-7028** "Technical Data or Computer Software Previously Delivered to the Government"
49. **252.227-7030** "Technical Data – Withholding of Payment"
50. **252.227-7037** "Validation of Restrictive Markings on Technical Data"
51. **252.227-7038** "Patent Rights – Ownership by the Contractor (Large Business)"
52. **252.227-7039** "Patents – Reporting of Subject Inventions"
53. **252.228-7001** "Ground and Flight Risk"
54. **252.228-7002** "Aircraft Flight Risks" (Include if this clause is in Buyer's prime contract or higher tier subcontract)
55. **252.228-7005** "Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles"
56. **252.231-7000** "Supplemental Cost Principles"
57. **252.235-7003** "Frequency Authorization"
58. **252.239-7016** "Telecommunications Security Equipment, Devices, Techniques, and Services"
59. **252.244-7000** "Subcontracts for Commercial Items and Commercial Components"
60. **252.246-7001** "Warranty of Data"
61. **252.246-7003** "Notification of Potential Safety Issues"
62. **252.247-7024** "Notification of Transportation of Supplies by Sea"
63. **252.223-7008** "Prohibition of Hexavalent Chromium"

ALSO INCLUDE THE FOLLOWING IN ORDERS OVER \$150,000:

1. **252.203-7001** "Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies"
2. **252.247-7023** "Transportation of Supplies by Sea"
3. **252.249-7002** "Notification of Anticipated Contract Terminations or Reductions (less paragraph (d)(1))"

ALSO INCLUDE THE FOLLOWING IN ORDERS OVER \$500,000:

1. **252.226-7001** "Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns"

ALSO INCLUDE THE FOLLOWING IN ORDERS OVER \$650,000:

1. **252.219-7003** "Small Business Subcontracting Plan (DoD Contracts) (Include Alternate I if included in the prime contract)"

2. **252.219-7004** "Small Business Subcontracting Plan (Test Program)"

3. **252.225-7006** "Quarterly Reporting of Actual Contract Performance Outside the United States" (first tier subcontractors only)

ALSO INCLUDE THE FOLLOWING IN ORDERS OVER \$1,000,000:

1. **252.225-7033** "Waiver of United Kingdom Levies"

2. **252.222-7006** "Restricting the Use of Mandatory Arbitration Agreements. (If this clause is included in Buyer's prime contract or higher tier subcontract, it is applicable to Purchase Orders issued under prime contracts awarded after June 17, 2010, except Purchase Orders for the acquisition of commercial items or the commercially available off-the-shelf items.)"

CERTIFICATION Regarding Compliance with DFARS 252.222-7006 (If this clause is included in Buyer's prime contract or higher tier subcontract, this certification is applicable to Purchase Orders over \$1,000,000 issued after June 17, 2010, under DoD contracts except Purchase Orders for the acquisition of commercial items or commercially available off-the-shelf items):

By Seller's acceptance of this Purchase Order:

(i) Seller certifies that it shall not enter into, and shall not take any action to enforce any provision of, any agreement with any of its employees or independent contractors performing work related to this Purchase Order, that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under Title VII of the Civil Rights Act of 1964, or any tort related to or arising out of a sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and (ii) Seller certifies that it requires each of its lower tier subcontractors, which performs work under this Purchase Order and which is a "covered subcontractor" as defined in DFARS 252.222-7006, to agree not to enter into, and not take any action to enforce any provision of, any agreement with any of its employees or independent contractors performing work related to this Purchase Order, that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under Title VII of the Civil Rights Act of 1964, or any tort related to or arising out of a sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention."

ALSO INCLUDE THE FOLLOWING IN ORDERS OVER \$1,500,000

1. **252.211-7000** "Acquisition Streamlining"

ALSO INCLUDE THE FOLLOWING IN ORDERS OVER \$5,000,000:

1. **252.203-7004** "Display of Fraud Hotline Poster(s)" (Applicable to all Purchase Orders except Purchase Orders that are for acquisition of a commercial item, or that will be performed entirely outside the United States, in lieu of FAR 52.203-14 Display of Hotline Poster(s).)