



Additional Purchasing Terms applicable to purchases made by TT Electronics pursuant to a U.S. Government Contract

1) **Re Inspection and Acceptance of Goods:** Supplier shall maintain authenticated inspection and test reports, affidavits, certifications and other documents which relate to work performed under any Order for a period of three (3) years from final payment of any Order and shall make such information available upon request to TT. If any Order supports a U.S. Government contract, Federal Acquisition Regulation (**FAR**) 52.246-2 (Aug 1996) shall also apply.

2) **Re Cancellation of Orders:** In the event that any Order is placed in furtherance of TT's performance of a contract or subcontract for the benefit of the U.S. Government, TT may terminate work under any Order in accordance with FAR Section 52.249-2 (Termination for Convenience of the Government (May 2004)); provided, however, that TT's obligation shall in no event exceed the total firm amount of any Order, and TT will pay the Supplier at such time as TT is paid by the U.S. Government.

3) **Re Disputes/Remedies:** If a U.S. Government Contracting Officer issues a final decision relating directly or indirectly to this Agreement and such decision is binding upon TT, then such decision shall in turn be binding upon Supplier, and Supplier shall not be entitled to additional compensation or reimbursement for compliance therewith.

4) **Re Controlling Law:** Any provision in this Agreement that is (i) incorporated in full text or by reference from the FAR, or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR, or (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the U.S. Government. The United Nations Convention on Contracts for the International Sale of Goods is excluded and shall not apply.

5) **Re Government Property:** If any tooling, test equipment or materials of any type designated as U.S. Government property is furnished to Supplier in connection herewith, Supplier assumes complete liability therefore except for reasonable wear and tear and except to the extent that such property is consumed in the performance of this Agreement. Unless otherwise provided on the face of this Agreement, Supplier shall comply with FAR 52.245-1.

6) **FAR and DFAR Clauses Applicable to Commercial Products and Commercial Services:** The following FAR provisions and clauses in effect as of the date of the prime contract are incorporated herein, with the same force and effect as if they were given in full text. Upon Seller's request, Buyer's Purchasing Representative will make their full text available. Also, the full text of a FAR provision or clause may be accessed electronically at these addresses: <http://farsite.hill.af.mil/> or <https://www.acquisition.gov/far/>. In all provisions and clauses listed herein, terms shall be revised to suitably identify the party to establish Seller's obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract or higher tier subcontract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term "Government" and equivalent phrases shall mean "Buyer", the term "Contracting Officer" shall mean "Buyer's Purchasing Representative", the term "Contractor" or "Offeror" shall mean "Seller", "Subcontractor" shall mean "Seller's Subcontractor" under



this Purchase Order, and the term “Contract” shall mean this “Purchase Order”. The seller shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR provisions and clauses in accordance with the flow down requirements specified in such clauses. If any of the FAR/DFARS clauses contained herein do not apply to this Order due to the nature of the work performed (for instance, FAR 52.225-26, “Contractors Performing Private Security Functions Outside the United States” would not apply if this Order is not for Private Security Functions Outside the US), such clauses are considered not applicable to this Order.

In accordance with 52.244-6 (Oct 2025) the following FAR Clauses are applicable to Purchase Orders for Commercial Items and Commercial Services.

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)
- (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5)
- (iii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).
- (iv) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).
- (v) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)
- (vi) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities
- (vii) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (ix) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).
- (x) 52.219-8, Utilization of Small Business Concerns (Jan 2025).
- (xi) 52.222-21, Prohibition of Segregated Facilities (April 2015).
- (xii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (xiii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212(a));
- (xiv) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C.793).
- (xv) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).
- (xvi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (xvii) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).



(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C Chapter 78 and E.O. 13627).

(xviii) 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (Jan 2022).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xx) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3 if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xxiii) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118—31, 41 U.S.C. 3901 note prec.).

(xxiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C.2631).

Additional FAR Clauses Applicable to Commercial Products and Commercial Services:

(i) 52.222-90 Addressing DEI Discrimination by Federal Contractors (April 2026).

(ii) 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (Aug 2025).

(iii) 52.242-15, Stop Work Order (Aug 1989).

DFARS Clauses Applicable to Commercial Products and Commercial Services.

The Following DFARS Clauses are Applicable to Purchase Orders Issued in Any Dollar Amount.

(i) DFARS 252.244-7000 Subcontracts for Commercial Products or Commercial Services (Nov 2023).

(ii) DFARS 252.203-7002, Requirement to Inform Employees of Whistleblower Rights (Dec 2022).

(iii) DFARS 252.203-7003, Agency Office of the Inspector General NOTE: Applicable when Order contains FAR 52.203-13, Contractor Code of Business Ethics and Conduct (Aug 2019).

(iv) DFARS 252.204-7000, Disclosure of Information (Oct 2016).

(v) DFARS 252.211-7008, Use of Government Assigned Serial Numbers NOTE: Applicable if flow down required in accordance with DFARS 211.274-5(b) (Sept 2010).

(vii) DFARS 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials DFARS 252.225-7048 Export-Controlled Items (Sept 2014).