

1. COMPLETE AGREEMENT

This Order will become a binding agreement of Supplier and the Carl Zeiss company named on the sections of this Order describing the actual subject of purchase ("Front") ("Zeiss") upon Supplier acknowledging acceptance of this Order ("Purchase Order" or "Order") or commencing performance of this Order, whichever occurs first. This Order, together with the specifications, drawings and documents referred to herein, and any other documents agreed to in writing by Zeiss and Supplier, and which by this reference are all made a part hereof, constitute the entire agreement between the parties, and all prior negotiations, proposals and writings pertaining to this Order or the subject matter hereof are superseded. Any reference to Supplier's quotation, bid or proposal does not imply acceptance of any term, condition or instruction contained in such document. To the extent applicable, Supplier shall perform all services and comply with all contractual obligations, regulations, and laws applicable to subcontractors performing for Zeiss under the Prime Contract noted on the Front.

Any invoice, acknowledgement or other communication issued by Supplier in connection with this Order will be construed to be for record and accounting purpose only. Any terms and conditions stated in such communications will not be applicable to this Order and will not be considered to be Supplier's exceptions to the provisions of this Order and are hereby excluded and objected to by Zeiss. Trade custom and trade usage are superseded by this Order and will not be applicable in the interpretation of this Order. In the event of any ambiguities, express conflicts or discrepancies in the specifications, drawings or other documents which are a part of this Order, Supplier will immediately submit the matter to Zeiss for its determination and will comply with the determination of Zeiss in such matter. All headings in this Order are for reference only and not be used for the interpretation of the provisions of this Order.

2. TITLE

Supplier warrants full and unrestricted title to Zeiss for all goods and services furnished by Supplier under this Order, free and clear of any and all liens, restrictions, security interests and encumbrances. If Zeiss makes progress payments to Supplier under this Order, title to the goods ordered will pass to Zeiss at the time Supplier identifies the goods to this Order. Supplier will clearly identify the goods as property of Zeiss by visible marking or tagging and Zeiss shall have the right, at its option, to inspect and verify that the goods have been identified as Zeiss's property. Care, custody and control of such goods remain with the Supplier until such time as Zeiss takes physical possession or otherwise agrees in writing by change order to this Order. All shop drawings, patterns, tools or other items made in connection with the production of any goods are Zeiss's property and upon demand will be delivered to Zeiss.

3. RESERVATION OF RIGHTS

The inspection or lack of inspection of, or payment for, the goods covered by this Order will not impair Zeiss's right to reject nonconforming or defective goods or be deemed to constitute acceptance by Zeiss of the goods or services, or affect in any way Supplier's obligations under this Order notwithstanding Zeiss's opportunity to inspect the goods or services. Zeiss's knowledge of the nonconformity or defect, its substantiality or the ease of its discovery or Zeiss's failure to earlier reject the goods or services.

4. WAIVER

Zeiss's failure to insist on the performance of any term, conditions or instruction, or failure to exercise any right or privilege or its waiver of any breach, will not thereafter waive any such item, condition, instruction, right or privilege.

5. PRICE

This Order may not be filled at prices higher than shown on Zeiss's Order without the prior written approval of Zeiss. If no price is shown on this order, Supplier will furnish at no higher price than last purchased, or will notify and obtain the written approval of Zeiss before proceeding with this Order.

6. CASH DISCOUNTS

Cash discounts, if any, will be computed as commencing with the receipt of the invoice or of the goods, whichever is received later.

7. TAXES

Supplier will pay all taxes now or hereafter imposed by law on or on account of the production, sale, shipment or use of any goods covered by this Order, excepting such taxes arising from ownership of the goods.

8. EXTRAS

Charge for extras must be approved in writing by Zeiss's Purchasing department before being incurred.

9. PACKING SLIPS

Separate packing slips will be included in each shipment showing order number, quantity, part number and description of the goods being delivered.

10. PACKING AND TRANSPORTATION CHARGES

No charge for packing, boxing, cartage, insurance or transportation will be allowed unless otherwise stated in this Order.

11. INSPECTION

Goods purchased under this Order are subject to Zeiss's reasonable inspection, testing and approval at Zeiss's destination. Notwithstanding prior payment, if inspection or the use of the goods are not in accordance with this Order or Supplier's representations or warranties, express or implied, Zeiss may, in addition to any other rights it may have in law or equity, reject or revoke acceptance, return any goods for full credit or cash refund at its option and cancel any remaining unshipped portion of this Order without obligation. If it is impractical to make an inspection at the time of receipt, the foregoing will apply whenever inspection may reasonably be made. Goods rejected as nonconforming will be returned at Supplier's expense, including transportation and handling.

12. WARRANTY

Supplier expressly warrants that the goods and services ordered will be merchantable, will conform to this Order and to specifications, drawings and other descriptions referenced in this Order, and to any accepted samples will be free from defects in materials and workmanship, will be free from defects in design unless design was supplied by Zeiss, and will be fit for sale or use for the intended purposes to the extent Supplier knows of Zeiss's intended use. Supplier further warrants that all goods and their packaging materials will be produced, packaged, marked and labeled in compliance with applicable state and federal laws and regulations, including without limitation state laws relating to packaging requirements for heavy metals, and that Supplier has obtained the necessary government approvals and certifications. Supplier also represents and warrants that any goods and services delivered hereunder do not infringe any United States or foreign patent, trademark, trade secret or copyright, or any proprietary, intellectual property, industrial property, contract or other right held by any third party. Supplier will, at its expense including, without limitation costs of removal, packing, transportation and reinstallation, promptly, at Zeiss's option, either repair or replace or refund the purchase price paid for any goods and services furnished to Zeiss which within 12 months after operational startup or within 18 months after shipment, whichever occurs first, fail to conform to

the requirements of this Order. Supplier will at any time be chargeable for repairs made by Zeiss to correct such a failure to meet this warranty when Supplier has been given notice of such failure and thereafter has failed to take prompt and effective action to correct the failure in accordance with the foregoing. The above warranties are in lieu of all other warranties, express or implied.

13. RECALL

If a recall of the goods is required by a defect, a failure to conform to specifications, applicable laws or any other reason within Supplier's control, Supplier will bear all cost and expenses of such recall, including without limitation, costs of notifying customers, customer refunds, cost of returning goods, and other expenses incurred to meet the obligations of third parties.

14. INDEMNIFICATION

This section shall not be constructed to indemnify Zeiss for any loss to the extent it is attributable to Zeiss's design, specification or negligence. Supplier will defend and hold harmless Zeiss, its successors, assigns, employees, customers and users of the goods or services, with respect to all claims, liability, damage, loss, and expenses, including reasonable attorney's fees, incurred relating to or caused by: (a) actual or alleged claim of infringement of patent, copyright, trademark or other rights, misappropriation of trade secrets, breach of confidential relationships or violation of other property right arising out of the purchase, sale of use of the goods or service covered by this Order; (b) actual or alleged defects in the goods or in the design, manufacture or material of the goods or provision of services; (c) actual or alleged breach of warranty, (d) failure of Supplier to deliver the goods or services on a timely basis, or (e) failure of the goods or services to meet the requirements of all federal, state or local laws.

In the event of a claim under this Section, Zeiss may, at its option, terminate this Order or defer acceptance of the balance of the goods or services ordered until the claim is resolved. If Zeiss is enjoined from the use of the goods, Supplier will, at Zeiss's option, either procure for Zeiss the right to continue to use the goods, replace the goods with substantially equivalent goods, modify the goods so as to be useable by Zeiss or repurchase the goods at the price set forth in this Order.

15. INSURANCE

Supplier shall obtain and keep in force for three years after the last delivery under this Order general comprehensive liability insurance covering each occurrence of bodily injury and property damage in an amount of not less than \$1 million (or any other amount Zeiss may indicate in this Order) combined single limit with special endorsements providing coverage for (a) Products and Completed Operations Liability; (b) Blanket Broad Form Vendor's Liability, and (c) Blanket Contractual Liability.

If services are performed under this Order on Zeiss's premises, Supplier shall also obtain Premises-Operations, Personal injury and independent Contractors Protective Liability endorsements and shall further obtain Workers' Compensation, Employer's Liability and Automotive Liability Insurance coverage in amounts acceptable to Zeiss. If requested, Supplier shall furnish Zeiss with a certificate evidencing the required insurance.

16. RISK OF LOSS

Supplier shall bear the risk of loss or damage to the goods covered by this Order until they are delivered to and accepted by Zeiss.

17. BUYER FURNISHED MATERIAL

Supplier shall not use, reproduce or appropriate for anyone other than Zeiss any material, tooling, dies, drawing, designs or other property or information furnished by Zeiss ("Material") without Zeiss's prior written approval. Title to all Material shall remain in Zeiss at all times and where practicable the Material shall be clearly marked or tagged to indicate this ownership. Supplier shall bear the risk of loss or damage to the Material until it is returned to Zeiss. All Material, whether or not spoiled or used, shall be returned to Zeiss at termination or completion of this Order unless Zeiss shall otherwise direct. Supplier agrees to hold in confidence and to use only for the benefit of Zeiss all methods, processes, techniques, shop practices, formulas, compounds, compositions, equipment, designs, drawings, blueprints, specifications, research data, marketing and sales information, customers lists, plans and information provided or know-how and trade secrets owned by Zeiss or in Zeiss's possession and disclosed to Supplier as a result of this Order. Until such information has been lawfully published or disclosed to the general public, Supplier agrees not to use or disclose such information others and then only with Zeiss's prior written consent.

18. REFERENCES TO BUYER

Except to the extent required by law, Supplier shall make no reference, advertisement or promotion regarding Zeiss or Zeiss's purchase or use of the goods or services covered by this Order without the prior written consent of Zeiss.

19. USE OF SUPPLIER'S INFORMATION

All information disclosed to Zeiss by Supplier in connection with this Order is furnished as part of the consideration for Zeiss's placement of this Order. This information is not to be treated as confidential or proprietary, and no claim will be asserted against Zeiss, its assigns or customers for its disclosure or use.

20. NONDISCLOSURE

A. In performing this Order, Zeiss may be required to make available to Supplier certain information which Zeiss may consider Proprietary and/or Confidential. Additionally, Supplier acknowledges that it may gain access to certain information which may be considered Proprietary and/or Confidential to the United States government ("Government") or third parties. Such information includes without limitation, information related to patents, research, development, computer software, designs or processes, pricing, trade secrets, customer lists and technical and business information and know-how of Zeiss, Zeiss's customers and/or of the Government ("Confidential Information"). Supplier agrees to safeguard and hold in strictest confidence all Confidential Information. All such Confidential Information shall remain the property of Zeiss (or the Government or third party as the case may be). No right or license, express or implied, is granted by this Order in any Confidential Information. If during the performance of this Order, Supplier is provided access to Zeiss's computers, computer systems, and information systems (including, but not limited to e-mail, internet, intranet), (collectively "computer business systems"), then Supplier will treat information received from these computer business systems as Confidential Information. Access to these computer business systems may be withdrawn at any time, with or without reason, with or without notice. Zeiss reserves the right to monitor usage of its computer business systems. Supplier will use Zeiss's computer business systems in an appropriate manner, will not violate the security of proprietary/confidential information of Zeiss and the Government, and will not use these computer business systems in a manner inconsistent with this Order. Supplier shall inform its employees who are given access to these computer business systems of the restrictions contained in this paragraph and shall obtain such employees' written agreement that they will be bound by the restrictions contained in this paragraph. At Zeiss's request, Supplier will provide Zeiss copies of its employees written agreements.

B. Supplier recognizes that its violation of this Article may give rise to irreparable injury to Zeiss, inadequately compensable in damages, and that, accordingly, Zeiss may immediately terminate this Order for default, in whole or in part, and seek and obtain reasonable, injunctive relief from the breach of Supplier's obligations under this Article, in addition to any other legal remedies which may be available. Supplier agrees not to make use of nor disclose to third parties any Confidential

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Information except in performance hereunder or as expressly authorized in writing by Zeiss or, where the Government's Confidential Information is being used or disclosed, by Zeiss and the Government. Supplier's obligations under this provision regarding Confidential Information shall survive three years beyond the expiration or termination of this Order. Supplier's obligations under the terms of this provision as it relates to Zeiss, Government or third party Confidential Information, shall survive indefinitely beyond the expiration or termination of this Order or such shorter period as specified by the Government, Zeiss or third party.

C. Notwithstanding anything contained in paragraphs A and B above, Supplier shall not be liable for any release or use of any information if Supplier can demonstrate by written evidence that the information: (1) is part of the public domain through no fault of Supplier; (2) is in Supplier's rightful possession at the time of receipt thereof; (3) is known to Supplier independently of Zeiss and the Government and from a source other than one having an obligation of confidentiality to Zeiss or the Government; (4) is independently developed by Supplier without violation of this or any other agreement; or (5) is disclosed by Supplier by order of a court, after the Supplier promptly notifies Zeiss and provides Zeiss an opportunity to oppose such order. Upon Zeiss's written approval, Supplier shall require its lower-tier subcontractors or consultants to execute a subcontract or a nondisclosure agreement which contains language substantially similar, as applicable, to that set forth in this Article. Supplier shall comply with any stricter non-disclosure/safeguarding-of-information obligations in a Prime Contract, or as may become necessary in performance of this Order.

21. INTELLECTUAL PROPERTY

If this Order arises under a Prime Contract, then Supplier acknowledges applicable Government rights in data, inventions and computer software, and computer software documentation. Unless agreed otherwise, Supplier grants to Zeiss an unlimited, irrevocable, fully paid up, royalty-free right to use, make, have made, sell, offer for sale, reproduce, display, perform, distribute copies to the public, prepare derivative works, and authorize others to do so, in any and all, inventions, discoveries, improvements, mask works, patents as well as any and all data, reports, information, copyrights and works of authorship, which are conceived, developed, generated or delivered in performance of this Order. Supplier shall not deliver, and shall not incorporate into any deliverable, any third party data protected by copyright or similar right. The parties expressly agree that all original works of authorship fixed in any tangible form, including software improvements, enhancements, derivative works and mask works, whether specially ordered or commissioned, made by Supplier alone or jointly with others in connection with this Order, are hereby assigned, conveyed and transferred to Zeiss. Without any additional consideration, the author of the works agrees to execute all necessary documents to transfer and assign all right, title and interest, including all copyrights, in said work to Zeiss.

22. CANCELLATION FOR DEFAULT

If Supplier is adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Zeiss's insolvency or if Supplier is in default of any provisions or requirement of this Order, or if Supplier fails to make progress so as to endanger performance of the Prime Contract, or Supplier or its employees or agents engage in conduct in violation of laws applicable to fraud or public contracting in performance of this Order, or if Supplier is suspended or debarred by the United States Government, Zeiss may, by written notice to Supplier, without prejudice to any other rights or remedies which Zeiss may have at law or equity, and without further liability or obligation to Supplier, cancel further performance by Supplier under this Order. In the event of such cancellation, Zeiss may complete the performance of the Order by such means as Zeiss selects, and Supplier shall be responsible for any additional costs incurred by Zeiss in doing so. Supplier shall deliver or assign to Zeiss any work in progress as Zeiss may request, and any amounts due Supplier for goods and services completed by Supplier in full compliance with the terms of this Order prior to such cancellation shall be subject to set off of Zeiss's additional costs of completing the Order and other damages incurred by Zeiss as a result of Supplier's default. Waiver by Zeiss of any default of Supplier shall not be considered to be a waiver by Zeiss of any provision of this Order or of any subsequent default by Supplier.

23. TERMINATION FOR CONVENIENCE

Zeiss may terminate for its convenience further performance of all separable part of this Order at any time by written notice to Supplier. On the date of such termination stated in the notice, Supplier shall discontinue all work pertaining to this Order, Supplier shall place no additional material or component orders supporting Zeiss's Order, and Supplier shall preserve and protect materials on hand purchased for or committed to this Order, work in progress, and completed work both in Supplier's and Supplier's supplier's plants pending Zeiss's instructions, and shall dispose of same in accordance with Zeiss's instructions. Payment to Supplier or refund to Zeiss, if any, shall be promptly and mutually agreed to by Zeiss and Supplier based on that portion of satisfactorily performed to the date of cancellation, including reimbursement for reasonable and necessary expenses resulting from the termination, as substantiated by documentation satisfactory to and verified by Zeiss, disposition of work and materials on hand and amounts previously paid by Zeiss. Supplier shall not be entitled to any loss of prospective profits, contribution to overhead or incidental, consequential or other damages because of such termination. Payment made under this clause will constitute Zeiss's only liability and Supplier's exclusive remedy if Zeiss terminates this Order for convenience. Such payment by Zeiss in any event shall not exceed the contract price for the goods specified in this Order that are the subject of Zeiss's termination for convenience.

24. SET-OFF

Zeiss may set off money due Supplier under this Order against any counter claim against Supplier or any of its related entities which arise out of this or any other transaction.

25. DELAYS

Time is of the essence for this Order. Supplier shall promptly notify Zeiss of any actual or anticipated delay in delivery and take all reasonable steps to avoid or end delays without additional cost to Zeiss. Where the delay is caused by acts of God, acts of civil or military authority, epidemics, war, riot, strikes or similar cause beyond Supplier's control and which Supplier could not have reasonably foreseen or provided against, Zeiss shall have the right to either (a) terminate by written notice to Supplier all or part of this Order; or (b) extend Supplier's performance for a period equal to the duration of the delay, but Supplier shall not be entitled to any extra compensation for such delay. Supplier shall not be excused from performance hereunder where alternate sources of supply of materials, goods, or services are available. Strikes, fires, accidents or any other causes beyond the reasonable control of Zeiss that affect the Zeiss's ability to receive and use or sell the goods or services ordered shall constitute valid ground for Zeiss's suspension of performance or cancellation of this Order, upon written notification to the Supplier and without penalty to Zeiss.

26. ASSIGNMENT

This Order (or any portion hereof) may not be assigned or delegated without Zeiss's prior written consent and any such assignment or delegation will be void. Zeiss reserves the right to assign this Order to Zeiss's affiliates.

27. CHANGES

Zeiss may at any time prior to the delivery date by written direction to make changes in the specifications, drawings, packaging, quantities (if reasonable), time, place and method of delivery, for goods or services covered by this Order. If Supplier believes that such change effects the price or delivery date for such goods or services, Supplier shall so notify Zeiss in writing (with adequate supporting documentation) within 5 calendar days after receipt of said direction. Supplier shall suspend performance of the change unless thereafter released in writing by Zeiss to perform such change, and Zeiss and Supplier shall mutually agree in writing upon an

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equitable adjustment in the price and/or delivery date to reflect the effect of such change. Supplier's request for any adjustments shall be deemed waived unless submitted in writing within 5 calendar days after Supplier receives direction to make such changes. Supplier shall not suspend performance of the unaffected portion of this Order while Zeiss and Supplier are in the process of making such changes and any related adjustments or at any time thereafter unless so instructed in writing by Zeiss. If released in writing by Zeiss, Supplier shall comply with and perform such change in accordance with the terms of this Order during the time Supplier and Zeiss require to mutually agree upon an equitable adjustment. No substitutions shall be made in this Order without prior written authority of Zeiss. No agreement or understanding modifying the terms and condition of this Order shall be binding upon Zeiss nor will extra compensation be paid by Zeiss unless the agreement or understanding is made in writing.

28. LAWS AND REGULATIONS

Supplier warrants that the manufacturing, packaging, pricing, sale and delivery of all goods and performance of services supplied pursuant to this Order will comply with all applicable laws, ordinances and regulations and further Supplier shall provide all permits, certificates and licenses which may be required for the performance of the Order.

29. GOVERNING LAW

This Order and the performance under it shall be controlled and governed by the internal laws of the State of New York, excluding its conflicts of laws provisions and also excluding the U.N. Convention on International Sales of Goods. Supplier hereby submits to the jurisdiction of the state and federal courts residing in Westchester County, New York for purposes of resolving any dispute arising from this Agreement or the performance thereof. Notwithstanding the foregoing, provisions of this Order relating to the United States Government as the customer of Zeiss, or relating to a prime contract between Zeiss and the Government, shall be governed by and construed in accordance with the law of the United States Government contracts as set forth by statute and regulations, and decisions by the appropriate courts and Board of Contract Appeals.

Zeiss and Supplier acknowledge that if this Order is pursuant to a Prime Contract between Zeiss and the United States Government, the Prime Contract is subject to the Contract Disputes Act of 1978 (Public Law 95-563) and contains Federal Acquisition Regulation (FAR) clause 52.233-1 Disputes. All disputes between Zeiss and Supplier relating in any manner to the terms and performance of the Prime Contract shall therefore be resolved between Zeiss and Supplier in a manner consistent with the disputes mechanism of the Prime Contract. If a final decision is issued by the Contracting Officer under the Prime Contract "Disputes" clause and the decision relates to this Order, and is binding upon Zeiss under the Prime Contract, it shall also be binding upon Supplier and Zeiss with respect to this Agreement. However, if the Supplier is affected by such decision, and if Zeiss elects not to appeal such decision under the "Disputes" clause of the Prime Contract, Zeiss shall notify Supplier of such decision promptly. After receipt of such notice by Zeiss, Supplier may submit a timely request to Zeiss to appeal such decision. If Zeiss elects to appeal the Government's decision, whether at its election or at Supplier's request, any decision upon such appeal, if binding upon Zeiss under the Prime Contract, shall be binding upon Zeiss and Supplier under this Order. If Zeiss takes or brings such appeal or suit, Supplier shall assist Zeiss in its prosecution thereof in every reasonable manner. Supplier shall pay all costs and expenses incurred by Zeiss in prosecuting any suit or appeal brought at Supplier's request. To the extent requested by Zeiss, Supplier shall prosecute for Zeiss any appeal or suit taken or brought at Supplier's request. Supplier shall pay all costs and expenses incurred by Supplier and Zeiss in prosecuting any appeal or suit brought at Supplier's request, and shall indemnify and hold Zeiss harmless from any and all damages, claims, investigations or other losses arising from Supplier's prosecution of any claim or appeal for Zeiss. The rights and obligations specified in this Article shall survive completion of and final payment under this Agreement.

30. SAFETY AND HEALTH

Supplier shall comply with "The Federal Occupational Safety and Health Act of 1970" as amended and all standards and regulations issued there under and any other rules or regulations issued by bodies having jurisdiction over this class of work.

31. EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity provisions in section 202, paragraphs 1 through 7 of Executive Order 11246, as amended, Executive Order 11701 relative to equal employment opportunity and the employment of veterans, the Rehabilitation Act of 1973, as amended, relative to equal employment of handicapped individuals, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to equal employment of disabled veterans, special disabled veterans, veterans of the Vietnam Era, recently separated veterans, and other protected veterans, and the implementing rules and regulations there under are incorporated herein by specific reference and Supplier shall comply with the provisions as applicable to this Order. During the performance of this Order, the Supplier agrees to comply with all federal, state, and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60-1.4, 60-300.5(a) and 60-741.5(a), which equal opportunity clauses 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. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. Supplier shall comply with all applicable provisions of Executive Order 13201 and related rules, regulations, and orders of the Secretary of Labor, requiring non-exempt federal contractors and subcontractors to post notices informing their employees that they have certain rights related to union membership and use of union dues and fees, which provisions are incorporated herein by reference.

32. UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

(a) It is the policy of the United States that small business and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts set by any federal agency; (b) Supplier hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with the efficient performance of this contract. Supplier further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the contractor's compliance with this clause; (c) As used in this contract, the terms "small business concern" shall mean a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto the terms "small business concern owned and controlled by socially and economically disadvantaged individuals" hereafter referred to as disadvantage business shall mean a small business concern, which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business at least 51 percent of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more such individuals. Supplier shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans (such as American Indians, Eskimos, Aleuts, and Native Hawaiians), or any other individuals found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act.; (d) Supplier acting in good faith may rely on written representations by its subcontractors regarding their status either as small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

33. EXPORT CONTROL COMPLIANCE FOR FOREIGN PERSONS

The subject technology of this Order (together including data, services, and hardware provided hereunder), if any, may be controlled for export purposes under the

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International Traffic in Arms Regulations (ITAR) controlled by the U.S. Department of State or the Export Administration Regulations ("EAR") controlled by the U.S. Department of Commerce. ITAR controlled technology may not be exported without prior written authorization and certain EAR technology requires a prior license depending upon its categorization, destination, end-user and end-use. Exports or re-exports of any U.S. technology to any destination under U.S. sanction or embargo are forbidden. Access to certain technology ("Controlled Technology") by Foreign Persons (working legally in the U.S.), as defined below, may require an export license if the Controlled Technology would require a license prior to delivery to the Foreign Person's country of origin. Supplier is bound by U.S. export statutes and regulations and shall comply with all U.S. export laws. Supplier shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under this Agreement. Supplier hereby certifies that all Supplier employees who have access to the Controlled Technology are U.S. citizens, have permanent U.S. residency or have been granted political asylum or refugee status in accordance with 8 U.S.C. 1324b(a)(3). Any non-citizens who do not meet one of these criteria are "Foreign Persons" within the meaning of this clause but have been authorized under export licenses to perform their work hereunder.

34. STANDARDS OF BUSINESS ETHICS & CONDUCT

Zeiss believes in fair and open competition and is committed to conducting its business fairly, impartially and in an ethical and proper manner. These characteristics make it imperative that Zeiss employees adhere to a particularly high ethical standard. Employee ownership both demands and fosters highly ethical conduct because Zeiss can be successful only when employees look after long-term interests of the company and resist pressures to compromise Zeiss standards. Zeiss's expectation is that Supplier also will conduct its business fairly, impartially and in an ethical and proper manner. Supplier shall complete and provide to Zeiss the Representations and Certifications using the Online Representation and Certification Application (ORCA) found on the worldwide web at <http://orca.bpn.gov/> or using Zeiss forms if ORCA cannot be accessed by Supplier. The Representations and Certifications will be updated annually by Supplier and provided to Zeiss. Upon request from Zeiss, Supplier shall cause to be executed such other certifications as may be required under applicable law. Supplier further agrees to insert provisions that shall conform to the language of this clause, including this paragraph, in any subcontract, teaming or consultant agreement hereunder.

35. ORGANIZATIONAL CONFLICTS OF INTEREST

Supplier warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in Federal Acquisition Regulations (FAR) Subpart 9.5, or that it has disclosed all such relevant information in writing to the Zeiss. Supplier agrees that if an actual or potential organizational conflict of interest is discovered after award, it shall make full disclosure in writing to Zeiss no later than three (3) working days after such discovery. This disclosure shall include a description of actions that the Supplier has taken or proposes to take, after consultation with Zeiss, to avoid, mitigate, or neutralize the actual or potential conflict. Zeiss may terminate this Agreement, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If Supplier was aware, or should have been aware, of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose, or misrepresented relevant information, to Zeiss, and Zeiss was not aware of such information prior to the execution of this Agreement, Zeiss may terminate the Agreement for default and pursue such other remedies as may be permitted by law. Parties shall take all reasonable steps necessary to ensure compliance with the Office of Federal Procurement Policy Act concerning Procurement Integrity and all applicable implementing regulations.

36. ANTI-KICKBACK

The Anti-Kickback Enforcement Act of 1986 as referenced in FAR 52.203-7 is hereby incorporated into this Order as a condition of acceptance. If there are reasonable grounds to believe that a violation, as described in paragraph (b) of FAR 52.203-7 may have occurred, this suspected violation should be reported to the Carl Zeiss Hotline at 1 800 642 7670. Suspected violations may be reported anonymously.

37. NOTICES

All notices, consent requests, instructions, approvals and other communications hereunder shall be in writing and be given by personal delivery or by facsimile and by registered and certified mail, return receipt requested to the address of Zeiss or Supplier as shown on this Order or to such other address as any party hereto may, from time to time, designate in writing. Notices shall be deemed to be effectively given upon receipt by the receiving party.

38. SEVERABILITY OF PROVISIONS

In case any one or more of the provisions contained in this Order should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

39. SOCIAL RESPONSIBILITY

It is ZEISS's goal that its supply chain be both informed and capable of working with us to meet our shared goals of environmental and social responsibility. ZEISS expects that Supplier will operate with lawful, ethical, and social responsibility. Supplier's workers are not only all of lawful age and working status but are also treated with respect and dignity. Supplier's manufacturing and other processes are environmentally responsible. In addition to all obligations imposed by law or contract, where applicable ZEISS expects Supplier to commit to the principles of social and environmental responsibility Responsible Business Alliance Code, which is located at: <http://www.responsiblebusiness.org>

Compliance: Suppliers are to ensure their operations and the products and services supplied to ZEISS comply with all national and other applicable laws and regulations.

Environmental Management: For operations, products or services provided to ZEISS, Supplier must understand and if possible, reduce their environmental impact. For example, promoting efficient use of energy, resources, recycling and waste reduction, minimizing hazardous materials, and reducing emissions.

Conflict Minerals: Supplier will take reasonable measures to ensure compliance to the Dodd-Frank Act requirements regarding conflict minerals, so that materials supplied to ZEISS are DRC conflict-free (i.e., do not contain metals derived from "conflict minerals" (columbite-tantalite (tantalum), cassiterite (tin), gold, wolframite (tungsten), or derivatives, that do not directly or indirectly finance or benefit armed groups through mining or mineral trading in the Democratic Republic of the Congo or an adjoining country). Supplier will establish policies, due diligence frameworks, and management systems, consistent with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

Management Systems: Supplier is expected to maintain management systems that integrate environmental, occupational health and safety, human rights and labor policies, and ethics into their business and decision-making processes. Effective management systems will include the means for analysis, review and continuous improvement.

Information: Supplier will provide ZEISS with timely, truthful, clear reporting regarding Supplier's efforts upon request.

40. ADDITIONAL TERMS FOR ORDERS SUPPORTING GOVERNMENT CONTRACTS OR SUBCONTRACTS

If this Order is in support of a U.S. Government contract or subcontract, Supplier agrees that Supplier shall comply with all of the following Federal Acquisition Regulations (FAR) provisions as applicable to this Order. Supplier further shall ensure that all agreements with subcontractors, vendors or suppliers for services or

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products pursuant to this Order (and if applicable the Prime Contract) contain these provisions, and all other terms of this Order that are necessary to ensure Supplier's compliance with the Prime Contract and this Order. The clauses in FAR Subpart 52.2 referenced below, in effect on the effective date of this Order, are incorporated herein and made a part of this Order. To the extent that an earlier version of any such clause is included in the Prime Contract (or subcontract) under which this Order is issued, the date of the clause as it appears in such Prime Contract or higher-tier subcontract shall be controlling and said version shall be incorporated herein. In all such clauses, unless the context of the clause requires otherwise, the term "Contractor" shall mean Supplier, the term "Contract" shall mean this Order, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Zeiss and Zeiss's Representative, respectively. It is intended that the referenced clauses shall apply to Supplier in such manner as is necessary to reflect the position of Supplier as a subcontractor to Zeiss, to insure Supplier's obligations to Zeiss and to the United States Government, and to enable Zeiss to meet its obligations under its Prime Contract or higher-tier Subcontract.

Supplier shall also comply with any other FAR or DFARS provisions expressly made applicable to this Order by Zeiss. Connecticut General Statutes §4a-60(a)(I) and §4a-60a(a)(I), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(I) and 10(a)(I) of Public Act 07-142.

INCORPORATION OF FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

To the extent this Order is in support of a US Government Contract, the FAR clauses and notes referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text and are applicable during the performance of this Contract. For the full text of these clauses please go to www.zeiss

AMENDMENTS REQUIRED BY PRIME CONTRACT

SUPPLIER will, at the request of PURCHASER, accept amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as PURCHASER may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract (with the provisions of amendments to such Prime Contract). If any such amendment to this Contract causes an increase or a decrease in the estimated cost of, or the time required for, performance of any part of the Supplies under this Contract, an equitable adjustment will be made.

FAR FLOWDOWN CLAUSES

The following clauses apply to this Contract:

52.202-1	DEFINITIONS (JUN 2020)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2020)
52.202-1	DEFINITIONS (JUN 2020)
52.203-3	GRATUITIES (APR 1984)
52.203-8	CANCELLATION, RECISSION, AND RECOVERY FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE AND FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUNE 2020)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-7	SYSTEM OF AWARD MANAGEMENT (OCT 2018)
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JULY 2018)
52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEC 2019)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPEMENT (AUG 2019)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.204-20	PREDECESSOR OF OFFEROR (JUL 2016)(As applicable)
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT,
52.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION (NOV 2015)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)
52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 1984), ALTERNATE I (JULY 1995) (Timely performance is a material element of this Contract)
52.227-14	RIGHTS IN DATA - GENERAL (MAY 2014).
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS (JUNE 2020)(To be completed if Supplier is not registered in SAM; or, if registered, Supplier must indicate that its registration ins SAM is accurate, complete and current)
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUL 2020)

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52.215-6	PLACE OF PERFORMANCE (OCT 1997)
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) (ALTERNATE I – OCT 2010) (ALTERNATE IV – OCT 2010)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020) (ALTERNATE I – OCT 2010) (ALTERNATE IV – OCT 2010)
52.216-19	ORDER LIMITATIONS (OCT 1995)
52.219-3	NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (MAR 2020)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (MAR 2020) (ALTERNATE I – MAR 2020)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (MAY 2020)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS – OVERTIME COMPENSATION (MAY 2018)(Applies if this Contract may require or involve the employment of laborers and mechanics)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2020) (Different thresholds for different countries of manufacture)
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (Note 7 applies)
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)
52.222-48	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALLIBRATION, OR REPAIR OF CERTAIN EQUIPMENT – CERTIFICATION (MAY 2014)
52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALLIBRATION, OR REPAIR OF CERTAIN EQUIPMENT – REQUIREMENTS (MAY 2014)
52.222-52	EXEMPTION FORM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTOS FOR CERTAIN SERVICES-CERTIFICATION (MAY 2014)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
52.222-25	AFFIRMATIVE ACTION COMPLIANCE (APR 1984)
52.222-26	EQUAL OPPORTUNITY (SEP 2016)
52.222-50	COMBATING TRAFFICKING IN PERSONS (JAN 2019)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (Applicable if this Contract has a value of more than \$3000 unless an exception contained in FAR 52.222-54(e)(1) applies)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (MAY 2020)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APRIL 1984)
52.225-1	BUY AMERICAN – SUPPLIES (MAY 2014)
52.225-5	TRADE AGREEMENTS (OCT 2019)
52.225-6	TRADE AGREEMENTS CERTIFICATE (MAY 2014)
52.225-8	DUTY FREE ENTRY (OCT 2010)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATIONS AND CERTIFICATIONS (JUN 2020)
252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (DEC 2019)
52.227-1	AUTHORIZATION AND CONSENT (JUN 2020)
52.227-11	PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014)
52.227-13	PATENT RIGHTS-OWNERSHIP BY THE GOVERNMENT (DEC 2007)
52.228-3	WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)
552.228-5	GOVERNMENT AS AN ADDITIONAL INSURED (JAN 2016)
52.229-1	STATE AND LOCAL TAXES (APR 1984)
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES-FOREIGN CONCERNS (JUN 2020)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
52.237-1	SITE VISIT (APR 1984)
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)
52.242-13	BANKRUPTCY (JUL 1995)
52.242-15	STOP WORK ORDER (AUG 1989)
52.243-1	CHANGES - FIXED PRICE (AUG 1987)
52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)
52.246-4	INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)

52.247-34	F.O.B. DESTINATION (NOV 1991)
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPIRATION (FEB 2006)
52.247-39	F.O.B. INLAND POINT, COUNTRY OF EXPORTATION (APR 1984)
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) (Applies is contract involves international air transportation)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT-SMALL PACKAGE SHIPMENTS (JAN 1991)
5.247-68	REPORT OF SHIPMENT (REPSHIP) (FEB 2006)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
552.203-71	RESTRICTION ON ADVERTISING (SEP 1999)
552.211-73	MARKING (FEB 1996)
552.211-77	PACKING LIST (FEB 1996)
552.211-89	NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)
552.212-71	CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (MAY 2019)
552.212-72	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS
552.246-78	INSPECTION AT DESTINATION (JUN 2009)

The following clauses apply to this Contract if the value of the Contract equals or exceeds \$15,000:

52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUNE 2020)
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The following clauses apply to this Contract if the value of the Contract equals or exceeds \$150,000:

52.203-6	RESTRICTIONS ON SUBCONTRACTORS SALES TO THE GOVERNMENT (JUN 2020)
52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-14	DISPLAY OF HOTLINE POSTERS (JUN 2020)
52.203-17	EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHT
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)
52.215-2	AUDIT AND RECORDS-NEGOTIATION (JUN 2020)
52.215-14	INTEGRITY OF UNIT PRICES (JUN 2020)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (Oct 2018)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)

The following clauses apply to this Contract if the value of the Contract equals or exceeds \$500,000:

52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)
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The following clauses apply to this Contract if the value of the Contract equals or exceeds \$700,000:

52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020)
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

The following clauses apply to this Contract if the value of the Contract equals or exceeds \$750,000:

52.215-12	SUBCONTRACTOR CERTIFIED COST OF PRICING DATA (JUN 2020)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)

The following clauses apply to this Contract if the value of this Contract exceeds \$5,000,000:

52.209-12	CERTIFICATION REGARDING TAX MATTERS (FEB 2016)
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The following clauses apply as indicated:

52.204-2	SECURITY REQUIREMENTS (AUG 1996)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
552.211-75	PRESERVATION, PACKAGING, AND PACKAGING (FEB 1996) (ALTERNATE I – MAY 2003)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.222-41	SERVICE CONTRACT LABOR STANDARDS (AUG 2018)
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)
52.223-1	BIOBASED PRODUCT CERTIFICATION (MAY 2012)

52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)
52.223-7	NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)
52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)
52.230-2	COST ACCOUNTING STANDARDS (JUN 2020)
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
552.238-100	TRANSHIPMENTS (MAY 2019)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996) (Applicable if Supplies involve information technology which require security of information technology, and/or are for the design, development or operation of a system or records using commercial information technology services or support services.)
52.245-1	GOVERNMENT PROPERTY (JAN 2017)
252.204-7000	DISCLOSURE OF INFORMATION (OCT 2016)
252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)
252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)
252.233-7006	PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS - BASIC (SEP 2014)
252.227-7015	TECHNICAL DATA - COMMERCIAL ITEMS (FEB 2014)
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)

The following clauses apply to this Contract if the value of this Contract equals or exceeds \$150,000:

252.223-7004	DRUG FREE WORK FORCE (SEP 1988)
252.243-7002	REQUEST FOR EQUITABLE ADJUSTMENT – BASIC (DEC 2012) (Applies if contract is to exceed \$150,000)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA - BASIC (FEB 2019) (ALTERNATE I & ALTERNATE II – FEB 2019)
252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (JUN 2020) (Applies if subcontract is greater than \$150,000)

The following clauses apply to this Contract as indicated:

252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)
252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)
252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2018)
252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN – BASIC (DoD Contracts) (DEC 2019) (Applicable if Contract exceeds \$700,000)
252.223-7001	HAZARD WARNING LABELS (DEC 1991)
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM – BASIC (DEC 2017)
252.225-7013	DUTY FREE ENTRY (APR 2020).
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUNE 2011)
252.225-7021	TRADE AGREEMENTS - BASIC (SEP 2019)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019) (Applies if contract exceeds \$500,000)
252.227-7038	PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012)
252.239-7016	TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES AND SERVICES (DEC 1991).
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (JUNE 2013)
252.245-7001	TAGGING, LABELLING & MARKING OF GOVERNMENT – FURNISHED PROPERTY (APR 2012)
252.246-7001	WARRANTY OF DATA – BASIC (MAR 2014)
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)
DFARS 252.225-7007	PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES,
DFARS 252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS,
DFARS 252.246-7008	SOURCES OF ELECTRONIC PARTS
DFARS 252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING