

**FLOW DOWN PROVISIONS FOR
SUBCONTRACT / PURCHASE ORDERS
UNDER A U.S. GOVERNMENT PRIME
CONTRACT (COMMERCIAL)**

This Agreement is entered into by Buyer and Seller in support of a U.S. Government Contract. The Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, during the performance of this Agreement unless made inapplicable by their respective notes, if any. The effective version of each provision shall be the same version in effect at the time the Order is placed or the previous version of the clause incorporated into the Buyer's Prime Contract, if different.

In the event of a conflict between these FAR and DFARS provisions and Associated Spring Purchase Terms and Conditions, the FAR and DFARS provisions shall control. In the event of a conflict between the clauses listed below and the Buyer's Prime Contract, the Buyer's Prime Contract shall prevail. Where applicable, the terms "government," "Contracting Officer," and similar terms shall mean "Buyer," and the term "Contractor" and similar terms shall mean "Seller." The full text of a clause may be accessed electronically at URL: <http://farsite.hill.af.mil/vffar1.htm>

Section 1- DEFINITIONS

As used throughout this Agreement:

(A) "Agreement" means these terms and conditions, purchase orders or purchase agreements issued to Seller referencing these terms and conditions, and any supply agreements, specifications, statements of work, or other papers referenced in such purchase orders or purchase agreements.

(B) "Buyer" means Associated Spring (AS) (or, as the case may be, a subsidiary of AS) issuing the Order.

(C) "Goods" means all products contracted for by Buyer and supplied by Seller under this Agreement, including all components, raw materials, and intermediate assemblies thereof.

(D) "Order" means a purchase order, change order, subcontract or contract for the Goods or Services.

(E) "Prime Contract" means a contract defined by a government contract number printed on purchase orders or purchase agreements issued pursuant to this Agreement.

(F) "Seller" means the person or company contracting with Buyer to provide the Goods or Services.

(G) "Services" means those services contracted for by Buyer and supplied by Seller under this Agreement and as may further be described in purchase orders, purchase agreements, statements of work, specifications, or other papers included in this Agreement.

**Section 2- AMENDMENTS REQUIRED
BY PRIME CONTRACT**

Seller agrees to negotiate with Buyer to incorporate additional provisions herein or to change provisions as Buyer reasonably deems necessary to comply with amendments or modifications to the applicable Prime Contract.

**Section 3- FAR AND DFARS PROVISIONS
INCORPORATED BY REFERENCE**

A. The following FAR clauses are applicable as identified below:

1. The following FAR clauses apply to this Contract regardless of value

52.202-1 DEFINITIONS.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (Applicable to all Orders where Seller will have Federal contract information, as defined by the clause, residing in or transiting through its information system).

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES.

52.222-26 EQUAL OPPORTUNITY.

52.222-41 SERVICE CONTRACT LABOR STANDARDS (Applicable to Orders that are subject to the Service Contract Labor Standards statute).

52.222-50 COMBATING TRAFFICKING IN PERSONS.

52.222-51 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT—REQUIREMENTS (Applicable to subcontracts for exempt services under the Services Contract Labor Standards statute).

52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES—REQUIREMENTS (Applicable to subcontracts for exempt services under the Services Contract Labor Standards statute).

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (Applicable to (1) all Orders for commercial or non-commercial services except for commercial services that are part of the purchase of COTS item(s) or items that may be COTS item(s) but with minor modifications; (2) have a value of more than \$3,500; and (3) include work performed in the United States).

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (Applicable to all Orders subject to the Service Contract Labor Standards Statute or the Wage Rate Requirements Statute, and are to be performed in whole or in part in the United States.).

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (Applicable to all Orders subject to the Service Contract Labor Standards Statute or the Wage Rate Requirements Statute).

52.225-2 BUY AMERICAN ACT CERTIFICATE (Applicable to non-DoD

contracts; only provisions (a) and (b) of this clause apply).

52.225-6 TRADE AGREEMENTS CERTIFICATE (Applicable to non-DoD contracts; only provisions (a) and (b) of this clause apply).

52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (Applicable whenever any inventions are conceived or reduced to practice for commercial items developed in part at Government expense).

52.227-13 PATENT RIGHTS—OWNERSHIP BY THE GOVERNMENT (Applicable whenever any inventions are conceived or reduced to practice for commercial items developed in part at Government expense and where the Seller is not located in the United States, does not have a place of business located in the United States or is the subject to the control of a foreign government).

52.227-14 RIGHTS IN DATA (Applicable only to non-DOD contracts when any technical data for commercial items developed in part at Government expense will be provided for delivery to the Government under Order).

52.233-3 PROTEST AFTER AWARD (If Buyer's customer has directed Buyer to stop performance under Prime Contract under FAR 33.1, Buyer may direct Seller in writing to stop performance of this Order by written notice to Seller).

52.242-13 BANKRUPTCY.

52.242-15 STOP WORK ORDER.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS.

52.246-16 RESPONSIBILITY FOR SUPPLIES.

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS.

2. The following FAR clause(s) apply to this Contract if the value of this Contract exceeds \$10,000

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT.

3. **The following FAR clause(s) apply to this Contract if the value of this Contract exceeds \$15,000**

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES.

4. **The following FAR clause(s) apply to this Contract if the value of this Contract exceeds \$25,000**

52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (Applicable if Seller will perform under the Order the provision, service, or sale of food in the United States).

5. **The following FAR clause(s) apply to this Contract if the value of this Contract is equal to or exceeds \$150,000**

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS.

52.215-2 AUDIT AND RECORDS NEGOTIATION.

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (Applicable when Services are to be performed by the Seller (1) under service contracts, (2) that succeed Orders for performance of the same or similar work at the same location, and (3) that are not exempt by FAR 22.1203-3 or waived in accordance with FAR 22.1203-3. Seller to furnish information needed by Buyer to comply with the paragraphs (d) and (e) of this clause).

52.222-35 EQUAL OPPORTUNITY FOR VETERANS.

52.222-37 EMPLOYMENT REPORTS ON VETERANS.

52.227-1 AUTHORIZATION AND CONSENT (Applicable to Orders that exceed the simplified acquisition threshold).

52.244-5 COMPETITION IN SUBCONTRACTING (Applicable to Orders that exceed the simplified acquisition threshold).

6. **The following FAR clause(s) apply to this Contract if the value of this Contract exceeds \$5,500,000 and the period of performance is more than 120 days**

52.203-13 CODE OF BUSINESS ETHICS AND CONDUCT (By signing a contract or performing against a contract in which FAR 52.203-13 is applicable: Seller hereby certifies that it will comply with all elements of FAR 52.203-13 including timely disclosure, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, and the cognizant Buyer Procurement Representative whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, Seller has credible evidence that a principal, employee, agent, or subcontractor of the Seller has committed-

(1) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(2) A violation of the civil False Claims Act (31 U.S.C. 3729-3733). Seller also certifies that, within 30 days of signing a contract or performing against a contract in which FAR 52.203-13 is applicable, Seller will establish a written code of business ethics and conduct and will make a copy of the code available to each employee engaged in performance of the contract).

- B. The following DFARS clauses are applicable if this Order is placed under a Department of Defense Prime Contract and is for procuring commercial items**

1. **The following DFARS clauses apply to this Contract regardless of value**

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (Applicable to Orders for operationally critical support or for which performance will involve covered defense information, as defined in this clause. Buyer shall notify Seller when submitting a request to vary from a NIST SP 800-171 security requirement to the Government's Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and provide to the Buyer the incident report number, automatically assigned by DoD as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of the clause.).

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT.

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (Applicable to all Orders for supplies, maintenance and repair services or construction materials).

252.225-7000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE.

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Applicable, except for paragraph (d) and (e)(1) which are deleted from this clause) (Applicable to Orders for items containing specialty metals to ensure compliance of the end products that Buyer will deliver to the Government).

252.225-7020 TRADE AGREEMENTS CERTIFICATE.

252.225-7025 RESTRICTIONS ON ACQUISITION OF FORGINGS.

252.227-7013 RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (Applicable where any technical data for commercial items developed in part at Government expense will be provided for delivery to the Government under Order).

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE

DOCUMENTATION (Applicable where Seller's performance will require delivery of computer software or computer software documentation).

252.227-7015 TECHNICAL DATA--COMMERCIAL ITEMS (Applicable where technical data for commercial items developed in any part at private expense will be provided for delivery to Government under Order).

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (Applicable to Orders that will include 252.227-7013, 252.227-7014, and 252.227-7015).

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS-COMPUTER SOFTWARE (Applicable to Orders where Seller's performance includes furnishing computer software that Buyer will furnish to the Government).

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (Applicable where Orders include furnishing technical data).

252.239-7010 CLOUD COMPUTING SERVICES (Applicable to Orders that involve cloud services).

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS).

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (Applicable to Orders for (1) parts defined as critical safety items in accordance with this clause, (2) systems and subsystems, assemblies, and subassemblies integral to a system, and (3) repair maintenance, logistics support or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system).

252.247-7003 PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER (Applicable to Orders with motor carriers, brokers, or freight forwarders).

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA.

252.247-7024 NOTIFICATION OF
TRANSPORTATION OF SUPPLIES BY SEA.

2. **The following DFARS clause(s) apply to this Contract if the value of this Contract equals or exceeds \$500,000**

225.226-7001 UTILIZATION OF INDIAN
ORGANIZATIONS AND INDIAN-OWNED
ECONOMIC ENTERPRISES, AND NATIVE
HAWAIIAN SMALL BUSINESS CONCERNS.