# PEKO Flowdowns-DoD7-19-24

**Counterfeit Material**

All material delivered under this purchase order shall be authentic and traceable to the original manufacturer. Seller shall provide authenticity and traceability records to Buyer with each delivery.

Seller shall immediately notify Buyer if Seller cannot provide electronic parts, components, and/or assemblies traceable to the original component manufacturer (OCM)/the original equipment manufacturer (OEM). Upon receipt of such notification, Buyer reserves the right to terminate the purchase order at no cost to

Buyer or provide specific material validation test and inspection protocol requirements. In the event that Seller delivers items that are determined not to be authentic, Seller shall take corrective action as required by the terms of this purchase order. Seller shall establish and maintain a material authenticity process which ensures the requirements of this clause are met. Seller's obligation to substantiate authenticity shall survive acceptance of and payment for supplies delivered under this purchase order.

**First Article Inspection**

The supplier shall perform a first article inspection for this Part Number if any of the following conditions occur:

a) First time product is manufactured for production.
b) A change in the design affecting fit, form, function and/or interchangeability of the part.
c) A change in manufacturing source(s), process(es), inspection method(s), acceptance criteria, location of manufacture, tooling or materials.
d) A change in numerical control program or translation to another media that is utilized to produce end item parts.
e) A natural or man-made event, which may adversely affect the manufacturing process.
f) A lapse in production for two years, or as specified by the customer.
g) For MOTS (Modified Off-the-Shelf) or AID (Altered Item Drawing) items, FAI of the modified portion at a minimum is required.

NOTE: A first article inspection report is not required for rework/repair purchase orders or for parts or material conforming to an established industry or national authority published specification, which has all characteristics identified by text description (i.e., COTS and Mil-Spec parts).

The inspection shall include, but not be limited to a complete documented verification of all dimensions, features, notes, and specifications identified in the contract.

For all product changes, a delta FAI of the changes is acceptable. Additionally, the supplier shall be responsible for confirmation that all operations not performed in the supplier's facility meet applicable requirements.

The supplier may utilize the most current version of AS9102 for their first article inspection report, utilizing AS9102 Forms 1, 2, and 3 or equivalent forms containing all Required and Conditionally Required information as outlined in AS9102. The FAI form must be signed and dated by the person who prepared it.

The supplier shall submit the FAI report and copies of the supporting documentation* as evidence of conformance to this requirement with the first shipment on the purchase order as required above. When requested, the supplier shall also provide a copy of inspection performed to verify conformance of subsequent build lots/shipments. The supplier shall
retain the First Article Inspection Report for a minimum of 10 years.

*Supporting documentation may include certificates of conformance for raw materials and special processes, drawings, and test reports.

**Prohibition of Materials Melted in China**

All raw materials provided in support of this contract shall not be melted or produced in China. This restriction does not apply to any raw material incorporated into COTS end items, subsystems or assemblies.

**Hardware Traceability**

Hardware delivered under this purchase order shall be traceable to the raw material used for manufacture by:

1. Source (lot, batch, heat number)
2. Material Type
3. Specification
4. Actual chemical and physical properties
5. Records of acceptance

Supplier shall retain this traceability information for each shipment against this purchase order for a period of ten (10) years after final delivery of the items specified herein.

**Source Inspection**

For procurements made under U.S. Government contracts, the US. Government shall have the right to inspect any and all of the work contracted through the Procurement Document, at Seller's facilities or at sub-tier supplier's facilities. Seller quality control or inspection system and manufacturing processes are subject to review, verification, and analysis by authorized U.S. Government representatives.

**Right of Access**

Seller grants the right of access to PEKO Precision Products, their customers and/or regulatory authorities, to all facilities involved in this order and to all applicable records. PEKO Precision Products' PO# and part number must appear on all correspondence, invoices, packages, and shipping documents. If exceptions to specifications are identified after the purchase order is issued, the purchasing agent has the right to cancel the purchase order, or seek financial considerations depending on the change requested.

**Conflict Minerals**

1. Seller represents that, regardless of whether Seller is publicly traded or not, Seller does not procure Conflict Minerals from Covered Countries, as those terms are defined by and consistent with the Securities and Exchange Commission's final rule on Conflict Minerals, 17 CFR Parts 240 and 249(b), promulgated pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. (the "Rule").

2. Seller represents and warrants that all products that will be delivered to PEKO Precision Products by Seller under this Order are Democratic Republic of the Congo (DRC) Conflict Free, as defined by and consistent with the Rule.

3. Seller agrees that, if required by the Rule, it has made, and will continue to make, good faith inquiries reasonably designed to determine whether any Conflict Mineral that is included in any product delivered to PEKO Precision Products pursuant to this Order originated in the DRC or an Adjoining Country, or is from Recycled or Scrap Sources, as defined in the Rule. Seller further agrees that, if required by the Rule, it has performed, and will continue to perform, due diligence on the source and chain of custody of any Conflict Mineral that is included in any product

delivered to PEKO Precision Products pursuant to this Order, and that such due diligence conforms to a nationally or internationally recognized due diligence framework, if such a framework is available for the Conflict Mineral. Seller agrees that all inquiries and diligence performed shall be consistent with the requirements of the Rule.

4. Seller agrees that it shall require its own subcontractors and suppliers (at any tier in the supply chain for a product delivered to PEKO Precision Products under this Order) to furnish information to Seller necessary to support Seller's obligations under this Section 34.

5. Seller will maintain records reviewable by PEKO Precision Products to support its certifications above.

6. Seller acknowledges that PEKO Precision Products may utilize and disclose Conflict Minerals information provided by Seller in order to satisfy its disclosure obligations under the Rule.

7. If PEKO Precision Products determines that any certification made by Seller under this Section is inaccurate or incomplete in any respect, then PEKO Precision Products may terminate this Order.

**EQUAL OPPORTUNITY**

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). 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, national origin, and for inquiring about, discussing, or disclosing compensation. 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.**

**FARS and DFARS Clauses**

In addition to the clauses of referenced above, the following clauses shall apply to the Order as required by the terms of Buyer's Government Contract, by operation of law or regulation, or by the terms of the specific clauses. The DFAR and FAR Clauses are hereby incorporated by reference, as applicable, and made a part of this Order:

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| 52.246-5 | INSPECTION OF SERVICES -- COST-REIMBURSEMENT (Apr 1984) Apr-84 |
| 52.246-4 | INSPECTION OF SERVICES--FIXED PRICE Aug-96 |
| 52.246-3 | INSPECTION OF SUPPLIES -- COST-REIMBURSEMENT (May 2001) May-01 |
| 52.246-25 | LIMITATION OF LIABILITY--SERVICESFeb-97 |
| 52.246-24 | LIMITATION OF LIABILITY--HIGH-VALUE ITEMS Feb-97 |
| 52.246-23 | LIMITATION OF LIABILITY Feb-97 |
| 52.245-1 | GOVERNMENT PROPERTY Jan-17 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMSJun-16 |
| 52.234-1 | INDUSTRIAL RESOURCES DEVELOPED UNDER FEFENS PRODUCTION ACT Dec-94 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT Dec-07 |
| 52.227-1 | AUTHORIZATION AND CONSENT Dec-07 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES Jun-08 |
| 52.223-11 | OZONE DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL Jun-16 |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS Mar-15 |
| 52.222-40 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT Dec-10 |
| 52.222-37 | EMPLOYMENT REPORTS ON VETERANS Feb-16 |
| 52.222-36 | EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES Jul-14 |
| 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS Oct-15 |
| 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS Oct-15 |
| 52.222-3 | CONVICT LABOR Jun-03 |
| 52.222-29 | NOTIFICATION OF VISA DENIAL Apr-15 |
| 52.222-26 | EQUAL OPPORTUNITY Sep-16 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES Apr-15 |
| 52.222-2 | PAYMENT FOR OVERTIME PREMIUMS Jul-90 |
| 52.222-19 | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES Oct-16 |
| 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES Feb-97 |
| 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN DEVIATION 2013-00014 Oct-15 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS Nov-16 |
| 52.219-28 | POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION Jul-13 |
| 52.219-28 | POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION Jun-13 |
| 52.215-2 | Audit and Records – Negotiation |
| 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS Apr-08 |
| 52.211-14 | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND EMERGENCY PROGRAM USE Apr-08 |
| 52.211-5 | Material Requirements |
| 52.209-6 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment . |
| 52.204-26 | Covered Telecommunications Equipment or Services Representation |
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment |

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| 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment . |
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities |
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems. |
| 52.204-19 | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS Dec-14 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards |
| 52.204-9 | Personal Identity Verification of Contractor Personnel. |
| 52.204-2 | SECURITY REQUIREMENTS Aug-96 |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements |
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr. 2014) |
| 52.203-16 | Preventing Personal Conflicts of Interest |
| 52.203-15 | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 |
| 52.203-14 | Display of Hotline Poster |
| 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT Oct-15 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS Oct-10 |
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY May-14 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY |
| 52.203-7 | ANTI-KICKBACK PROCEDURES May-14 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT Sep-06 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES May-14 |
| 52.203-3 | GRATUITIES Apr-84 |
| 252.704-7009 | Limitations on the Use or Disclosure of Third-Party Contactor Reported Cyber Incident Information (Oct. 2016) |
| 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA--BASIC Apr-14 |
| 252.246-7008 | Sources of Electronic Parts (applies if the Order is for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer) |
| 252.246-7007 | CONTRACTOR COUNTERFEIT ELECTRONIC PARTY DETECTION AND AVOIDANCE SYSTEM Aug-16 |
| 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT Mar-08 |
| 252.245-7004 | REPORTING, REUTILIZATION AND DISPOPSAL Mar-15 |
| 252.245-7003 | CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION Apr-12 |
| 252.245-7002 | REPORTING LOSS OF GOVERNMENT PROPERTY Apr-12 |
| 252.245-7001 | TAGGING, LABELING, AND MARKING OF GOVERNMENT FURNISHED PROPERTY Apr-12 |

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| 252.244-7001 | CONTRACTOR PURCHASING SYSTEM ADMINISTRATION May-14 |
| 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL ITEMSJun-13 |
| 252.228-7001 | GROUND AND FLIGHT RISK Jun-10 |
| 252.227-7037 | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA Sep-16 |
| 252.227-7030 | TECHNICAL DATA--WITHHOLDING OF PAYMENT altered to replace 10% with 2% Mar-00 |
| 252.227-7027 | DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE Apr-03 |
| 252.227-7027 | DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE Apr-98 |
| 252.227-7025 | LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS May-13 |
| 252.227-7019 | VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE Sep-16 |
| 252.226-7001 | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS Sep-04 |
| 252.225-7059 | PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIAN UYGHUR AUTONOMOUS REGION |
| 252.225-7057 | PREAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA |
| 252.225-7052 | RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM AND TUNGSTEN (OCT 2020) |
| 252.225-7048 | EXPORT-CONTROLLED ITEMS Jun-13 |
| 252.225-7027 | RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES Apr-03 |
| 252.225-7025 | RESTRICTIONS ON ACQUISTION OF FORGINGS Dec-09 |
| 252.225-7016 | RESTRICTIONS ON ACQUISITION OF BALL AND ROLLER BEARINGS Jun-11 |
| 252.225-7013 | DUTY FREE ENTRY May-16 |
| 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES Dec-16 |
| 252.225-7009 | RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS 10/14/2021 |
| 252.225-7008 | Restriction on Acquisition of Specialty Metals (applies if Order exceeds the simplified acquisition threshold and requires delivery of specialty metals as end items) |
| 252.225-7007 | Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (applies to items covered by the United States Munitions List) |
| 252.225-7002 | QUALIFYING COUNTRY SORCES AS SUBCONTRACTORS Aug-16 |
| 252.225-7001 | BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM Aug-16 |
| 252.223-7008 | Prohibition of Hexavalent Chromium (applies to an Order for supplies, maintenance or repair services, or construction materials) |
| 252.223-7007 | Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (applies to Orders for the development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to Contractor as Government Furnished Property) |

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| 252.223-7006 | Prohibition on Storage and Disposal of Toxic and Hazardous Materials and Alt I (applies to Orders which require, may require, or permit Seller to access a DoD installation) |
| 252.223-7003 | Change in Place of Performance – Ammunition and Explosives (applies if the Order is subject to mandatory safety requirements regarding arms, ammunition, and explosives) |
| 252.223-7002 | Safety Precautions for Ammunition and Explosives (applies if articles furnished under this Order contain ammunition or explosives, including liquid and solid propellants) |
| 252.223-7001 | Hazard Warning Labels (applies if the Order involves the submission of hazardous material data sheets) |
| 252.222-7002 | COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) Jun-97 |
| 252.211-7007 | REPORTING OF GOVERNMENT FURNISHED PROPERTY Aug-12 |
| 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY Oct-15 |
| 252.208-7000 | Intent to Furnish Precious Metals as Government Furnished Material (applies unless the Order does not involve the purchase of precious metals |
| 252.205-7000 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS Dec-91 |
| 252.204-7021 | Cybersecurity Maturity Model Certification Requirements (Prior to September 30, 2025, this clause is only applicable if the requirement document or statement of work requires Seller to have a specific CMMC level. Not applicable to Orders for commercially available off-the-shelf (COTS) items.) |
| 252.204-7020 | NIST SP 800–171 DoD Assessment Requirements (Not applicable to Orders for commercially available off-the-shelf (COTS) items.) |
| 252.204-7019 | Notice of NIST SP800-171 DoD Assessment Requirements (Not applicable to Orders for commercially available off-the-shelf (COTS) items.) |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services |
| 252.204-7015 | NOTICE OF AUTHORIZED DISCLOSURE OF INFORMAITON FOR LITIGATION SUPPORT May-16 |
| 252.204-7014 | Limitations on the Use or Disclosure of Information by Litigation Support Contractors (May 16') |
| 252.204-7012 | SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING Oct-16 |
| 252.204-7009 | Limitations on the Use Or Disclosure of Third-Party Contractor Reported Cyber Incident Information (applies if the Order requires services that include support for the Government's activities related to safeguarding covered defense information or cyber incident reporting) |
| 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT Apr-92 |
| 252.203-7005 | REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS Nov-11 |

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| 252.203-7004 | DISPLAY OF HOTLINE POSTERS Oct-15 |
| 252.203-7002 | REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS Sep-13 |
| 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES Dec-08 |
| 252.203-7000 | REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS Sep-11 |
| 252.201-7000 | CONTRACTING OFFICER'S REPRESENTATIVE Dec-91 |
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