APPENDIX A

Argonne Terms and Conditions
For Commercial Goods and Services

The clauses below that reference Federal Acquisition Regulations (FAR) and Department of Energy Acquisition Regulations (DEAR) citations are based on such clauses with modifications to identify appropriate parties and are not quoted verbatim from such regulations. The clause dates provided are for the most recent versions of the clause current as of the contract issuance date. Full text of the FAR/DEAR clauses are available at: https://www.acquisition.gov To the extent a FAR/DEAR clause is inapplicable, it is deemed null, void, and deleted for the purposes of this purchase. .

Definitions: As used herein, "Argonne National Laboratory," "Argonne," "ANL" and "Laboratory" are used interchangeably to mean Argonne National Laboratory, operated by UChicago Argonne, LLC, acting under Prime Contract No. DE-A02-06CH11357 between UChicago Argonne, LLC and the Government for the operation of Argonne National Laboratory. "Government" means the United States of America and includes the United States Department of Energy ("DOE") or any duly authorized representative thereof. "Laboratory Procurement Official" means the person identified in the body of the agreement as the authorized contact for the Contractor. All references to "Contracting Officer" should be directed to the "Laboratory Procurement Official" for further guidance. Thresholds are as follows: Micro-Purchase Threshold is currently $15,000; and Simplified Acquisition Threshold (SAT) is currently $350,000.

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1. **ASSIGNMENT (MAR 2023)**
Neither this contract nor any interest therein nor claim there under shall be assigned or transferred by the Contractor except as expressly authorized in writing by the Laboratory; provided, that the Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract may be assigned to a bank, trust company or other financing institution, including any Federal lending institution. The Laboratory may assign this contract to a successor operator of the Laboratory.

2. **AUDITS AND RIGHTS (OCT 2025)**
No rights, title or interests in or to any of Laboratory's intellectual, intangible or tangible property are assigned, transferred or granted, except the limited, temporary, revocable non-exclusive right to access or use to the extent necessary for you to fulfill your responsibilities, duties and liabilities owed to Laboratory.

Laboratory will not be subject to audit or disclosure except to the extent required by U.S. law or authorized by DOE under the Prime Contract. DOE may access anything supplied to Argonne to the extent provided by federal laws, regulations or the Prime Contract.

The Contract Disputes Act is inapplicable and any dispute between the parties that cannot be resolved by good faith negotiations shall be adjudicated in the State of Illinois, County of DuPage. Any provision requiring Laboratory to provide indemnification in Contractor's terms and conditions is deemed null, void, and stricken.

3. **CHANGES (FEB 2024)**
If Contractor considers that any direction or instruction by Laboratory personnel constitutes a change, Contractor shall not rely upon such instruction or direction without written confirmation from the Procurement Specialist. Nothing in this clause, including any disagreement with the Laboratory about the equitable adjustment, shall excuse the Contractor from proceeding with the Agreement as changed.

4. **CONDUCT OF EMPLOYEES (NOV 2024)**
The contractor acknowledges the Laboratory's Code of Business Ethics and Conduct and shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity. The contractor shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. The contractor shall immediately remove or cause to be removed from the work, any employee of the contractor or subcontractors of any tier who, at the sole discretion of the Laboratory, fails to meet the expectations found in the Laboratory's Code of Business Ethics and Conduct, or Subcontractor's substantially similar code of conduct with respect to technical performance or personal conduct. The Laboratory's Code of Business Ethics and Conduct may be found at https://www.anl.gov/argonne-code-of-business-ethics-and-conduct."

5. **CYBERSECURITY and IT ACQUISITIONS (AUG 2025)**
Prior to use under this contract, all information technology, including both hardware and software, shall be compliant with appropriate information technology security policies and requirements, including, for example, use of common security frameworks such as Service Organization Control (SOC2), Payment Card Industry Data Security Standard (PCI-DSS), Health Information Trust Alliance (HITRUST) or those from the International Organization for Standardization (ISO) and National Institute of Standards and Technology (NIST) and use of configurations available from the National Institute of Standards and Technology's website at http://checklists.nist.gov commensurate with the mission of the contract and conducive to the research and development efforts of the Contractor. This requirement shall be included in all subcontracts, as appropriate, which are for information technology acquisitions.

Contractor agrees that it will adopt and implement its own commercially reasonable policies, procedures and systems to provide security as to the Laboratory data or information to be received, stored, transmitted or accessed under this Agreement ("Data") in a secure manner to prevent loss, theft or unauthorized access to the Data ("Data Breach"). Upon becoming aware of a Data Breach, Contractor shall: (1) notify the Laboratory as promptly as reasonably practicable (and, in any event, within 10 business days); (2) provide timely information relating to the Data Breach as it becomes known or as is reasonably requested by the Laboratory; (3) promptly take reasonable steps to contain and investigate any Data Breach; and (4) work with the Laboratory to agree who will issue notification of the Data Breach to relevant third parties if the Data Breach is relevant to both the Contractor and the Laboratory. Contractor shall, to the extent permitted by law, indemnify and hold the Laboratory the University of Chicago, and the United States Government, and their directors, officers, trustees, agents, servants, and employees harmless with respect to any and all losses, costs, damages and/or expenses incurred in connection with any such Data Breach or unauthorized disclosure or loss, including, without limitation, costs of notice provided by the Laboratory to affected persons.

Except as otherwise provided in this agreement, Data provided to the Contractor by the Laboratory shall not be used to train Artificial Intelligence (AI) models, nor may AI tools be used without implementing reasonable information security standards to undertake, mount, load, or integrate the Data on Contractors' servers or equipment. Contractor shall remain responsible for any work product resulting from use of AI.

6. **DISPUTES (OCT 2025)**
The Contract Disputes Act is inapplicable and any dispute between the parties that cannot be resolved by good faith negotiations shall be adjudicated in the State of Illinois, County of DuPage. Any provision requiring Laboratory to provide indemnification in Contractor's terms and conditions is deemed null, void, and stricken. Any action brought by the contractor for breach of contract, request for equitable adjustment, or any other claim arising under the contract must be identified in writing to the Laboratory Procurement Official. Such written notification must be received by the Laboratory Procurement Official within two (2) years (unless an earlier period is stated elsewhere in the contract) after the completion of work under the contract or after the cause of action has arisen, whichever occurs first, otherwise the contractor shall be barred from pursuing such action.

7. **ENVIRONMENTAL PROTECTION (MAY 2001)**
In performing this contract, the contractor shall comply with the requirements set forth in all applicable Federal and non-Federal environmental protection laws, codes, ordinances, Executive Orders, regulations and directives.

8. **EXCUSABLE DELAYS (AUG 2021)**
Time is of the essence for Contractor's performance. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Laboratory Procurement Official in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Laboratory of the cessation of such occurrence.

9. **INSPECTION, ACCEPTANCE AND TITLE (OCT 2025)**
The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Laboratory reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Laboratory may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible,

the Laboratory may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Laboratory must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item unless the change is due to a defect in the item.

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor and shall pass to the Laboratory upon acceptance of the supplies by the Laboratory (INCOTERMS 2010 - DAP for Foreign and FOB Destination for Domestic).

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Laboratory takes physical possession.

10. INTEGRATION (OCT 2025)

This contract represents the full understanding of the parties and is the entire agreement between the parties. All negotiations between the parties have been merged into the contract, and there are no understandings or agreements other than those incorporated into this contract. If any provision of this Contract is determined to be in any respect invalid, such determination shall not nullify any other terms of this contract.

11. LABORATORY SITE ACCESS, SAFETY AND HEALTH (JUL 2025)

In addition to any and all other environmental, health, and safety requirements contained in this contract, if the contractor is performing work at a Laboratory site, as a precondition to performing such work contractor must complete all Laboratory Site Access documents and requirements. Contractors shall take all reasonable precautions in activities carried out under this contract to protect the safety and health of others and to protect the environment. Contractors must comply with all applicable safety, health, access to information, security and environmental regulations and the requirements of the Government and Laboratory, including the specific requirements of the Laboratory. In the event that the contractor fails to comply with said regulations and requirements, Laboratory may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of contractor's activities at the Laboratory site.

Contractor is responsible for calling the Laboratory's Emergency Info Line at (630) 252-INFO (4636) or checking the Laboratory's emergency website at www.anl.gov/emergency prior to arrival at the work site to confirm Laboratory's operational status, including during inclement weather forecasts. Contractor should coordinate with its Laboratory technical representative/project specialist to determine whether it is appropriate to report to the work site in the event of abnormal conditions. The Laboratory's contractor for emergency operations will contact the Contractor's personnel via email and phone number (collected through the Laboratory's gate pass system) in order to provide emergency notifications, if warranted by conditions on site.

A REAL ID will be required to gain access to the Laboratory for individuals 18 years of age or older. The Laboratory's site entry requirements and a link to information on REAL ID are available at https://www.anl.gov/site-entry-requirements. Failure to provide valid site access credentials or valid, REAL ID-compliant photo identification will result in denial of access to the site. The Laboratory is not responsible for or liable for, and contractor shall not attempt to invoice for any delays or costs resulting from or arising out of site entry denial due to contractor's failure to comply with this clause.

If the Contractor is performing work at Argonne, as a precondition to performing such work the Contractor must complete all Argonne's Site Access documents and requirements. The Contractor shall take all reasonable precautions in activities carried out under this Agreement to protect the safety and health of others and to protect the environment. The Contractor must comply with all applicable safety, health, access to information, security and environmental regulations and the requirements of DOE and Argonne, including the specific requirements of Argonne. In the event that the Contractor fails to comply with said regulations and requirements, Argonne may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of Contractor's activities at Argonne.

12. LIMITATION OF LIABILITY (OCT 2025)

Except as otherwise provided by an express warranty, the Contractor will not be liable to the Laboratory for punitive, special or consequential damages resulting from any defect or deficiencies in accepted items.

13. NON-WAIVER OF DEFAULTS (OCT 1999)

Any failure by the Laboratory at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this contract shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way, nor the right of the Laboratory at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

14. ORDER OF PRECEDENCE/INCONSISTENCY IN TRANSLATION OF AGREEMENTS (OCT 2025)

Any discrepancy, inconsistency, or conflict in the Article entitled "Applicable Documentation" which can be reasonably ascertained by the Contractor shall be immediately submitted to the Laboratory for its written decision. Any work undertaken by the contractor without such decision shall be at the Contractor's own risk.

Any inconsistency in the contract shall be resolved by giving precedence in the following order:
1. Purchase Order document
2. These Terms and Conditions including FAR and DEAR clauses incorporated by reference
3. Other documents, exhibits, attachments, enclosures listed in the contract as incorporated documents
4. Technical documents such as Specifications, Statement of Work, Drawing, Sketches

In the event of inconsistency between any terms of this agreement and any translation into another language, the English language meaning shall control.
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15. PACKAGING (NOV 2025)

The Contractor is responsible for all packaging and shipping provisions to ensure that the equipment arrives to the designated acceptance location in an undamaged condition and shall be liable for any damages incurred by the Laboratory as a result of improper packaging.

16. PAYMENTS (AUG 2025)

a. All payments by the Laboratory shall be made for items accepted by the Laboratory that have been delivered to the delivery destinations set forth in this contract. Also, upon the Laboratory's acceptance of services, payment will be issued following invoice receipt. Upon the submission of proper invoices, the Laboratory shall make payment at the prices stipulated in this contract.

b. Laboratory provides the following forms of payment through designated setup methods:

Form of Payment	Setup Required
Check	No Action
ACH	Paymode Setup
Credit Card	Paymode Setup
Wire*	ANL-1094

For Domestic (USA) Vendors: As appropriate, Argonne may request Paymode to contact the Supplier for account setup and onboarding. If the Supplier is not contacted or Paymode is not utilized, the payment will be issued by check. For those contacted by Paymode, Suppliers may receive initial payments via check until the account is properly setup.

For Foreign (outside USA) Vendors: All payments will be made via wire requiring completion of ANL-1094 form found at link: ANL-1094_EFT_02162024.pdf | Powered by Box to be completed by Supplier and issued via email at paymentforms@anl.gov.

c. In connection with any discount offered for early payment, time shall be computed from the date the invoice is received by the Laboratory. For computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an EFT was made.

d. Upon the Laboratory's request, the Contractor shall submit to ap@anl.gov, transportation documents on which the United States will assume freight charges that were paid by the Contractor and added to the invoice for Contractor-supplied goods and/or services, paid by the Contractor or its first-tier subcontractor and added to the invoice for Contractor-supplied goods and/or services. Freight charges must reflect the actual costs incurred.

17. PUBLIC RELEASE OF INFORMATION (NOV 2025)

Argonne National Laboratory (Laboratory) does not endorse products or services. Accordingly, the Supplier agrees not to use the Argonne National Laboratory or UChicago Argonne, LLC names on any of its projects or programs, or identifying characteristics of any of these for advertising, marketing, or other promotional purposes, raising of capital, recommending investments, sale of securities, or in any way that implies endorsement by Argonne National Laboratory, UChicago Argonne, LLC, or the United States Department of Energy (DOE). Any media releases concerning this contract are prohibited without written consent by the Laboratory Procurement Official.

18. STATE AND LOCAL TAXES (APR 1984)

Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoice's taxes excluded from the contract price, and the Laboratory agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

19. SURVIVAL (APR 2023)

The indemnity obligations in this contract, together with any other obligations which by their nature or essential purpose should survive termination or expiration of the contract shall survive termination or expiration of the contract.

20. SUSPECT COUNTERFEIT PARTS (OCT 2025)

Notwithstanding any other provisions of this contract, the Contractor warrants that all items provided to the Laboratory shall be genuine, new and unused unless otherwise specified in writing by the Laboratory. Contractor further warrants that all items used by the contractor during the performance of work at any Argonne National Laboratory facilities include all genuine, original, and new components, or are otherwise suitable for the intended purpose. The Contractor's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Laboratory. Furthermore, the contractor shall indemnify the Laboratory, the US Department of Energy (DOE), and the University of Chicago, and their directors, officers, employees and agents, and third parties for any financial loss, injury (including death), or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.

In addition to the requirements above, the Contractor must:
1) Purchase directly from product manufacturers or authorized manufacturer distributors whenever possible.
2) Use counterfeit prevention and/or quality assurance procedures, which include an S/CI detection program.
3) Immediately notify the Laboratory if Contractor suspects or becomes aware of used or counterfeit goods having been furnished during the performance of work on this contract.
4) Report suspected fraud, waste, or abuse by a DOE employee, Contractor, or grant recipient involving DOE programs to the Office of Inspector General by phone (800) 541- 1625, or by email ighotline@hq.doe.gov. Additional information is available at: http://energy.gov/ig/office-inspector-general.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, rigging, and lifting equipment; personal protective equipment (PPE); cranes; hoists; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; electronic components, chemicals, lubricants, and adhesives; power distribution equipment, construction equipment, bearings, fire control equipment; calibrated instrumentation and measuring tools; telecommunications and networking devices, and computer memory modules. In addition, because falsification of information or documentation may constitute criminal conduct, the Laboratory may reject and retain such information or items, at no cost or issuance of a refund to the Laboratory if paid, and identify, segregate, and report such information or activities to cognizant DOE officials. *See Suspect/Counterfeit Bolt Headmark list on last page.*

21. TERMINATION FOR CAUSE (OCT 2018)

The Laboratory may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Laboratory, upon request, with adequate assurance of future performance. In the event of termination for cause, the Laboratory shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Laboratory for any and all rights and remedies provided by law. If it is determined that the Laboratory improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

22. TERMINATION FOR THE LABORATORY'S CONVENIENCE (OCT 2018)

The Laboratory reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Laboratory using its standard record keeping system, have resulted from the

termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Laboratory any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

23-65 - Clauses Incorporated by Reference

23. **DEAR 952.203-70 – WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)** *Applies to work on DOE-owned or leased sites.*

24. **DEAR 970.5204-2 – LAWS, REGULATIONS, AND DOE DIRECTIVES (MAY 2018)**

List B

IMPORTANT: The DOE directives listed in the table below contain requirements relevant to the scope of work under this Contract. In most cases, the requirements applicable to the Contractor are contained in a Contractor Requirements Document (CRD) attached to the DOE Directive.

Directive No.	Directive Title
221.1B	Reporting, Fraud, Waste and Abuse to the Office of Inspector General – *Applies to Contracts that are over $5.5M and the period of performance is >120 days.*
231.1B – Chg 1	Environmental, Safety and Health Reporting

25. **FAR 52.203-6 – RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) (ALT 1)** *Applies to contracts >SAT.*

26. **FAR 52.203-12 – LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)** Applies to contracts >$200,000.

27. **FAR 52.203-13 – CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)** *Applies to contracts >$7.5M with a performance period of >120 days.*

28. **FAR 52.203-17 – CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)** *Applies to contracts >SAT.*

29. **FAR 52.203-19 – PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)**

30. **FAR 52.204-14 – SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)** *Applies to service contracts ≥SAT.*

31. **FAR 52.204-21 – BASIC SAFEGUAREDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)** *Applies if contract is for other than commercially available off-the-shelf-items and if contractor has Federal contract information residing in or transmitting through its information system.*

32. **FAR 52.204-23 – PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)**

33. **FAR 52.204-25 – PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**

34. **FAR 52.219-8 – UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2024)** *Applies to contract that offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the Contractor must include this clause in lower-tier subcontracts that offer subcontracting opportunities.*

35. **FAR 52.222-1 – NOTICE TO THE GOVERNMENT OF LABOR DISPUTE (FEB 1997)**

36. **FAR 52.222-20 – CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT (JUN 2020)** *Applies to contracts >$20,000.*

37. **FAR 52.222-21 – PROHIBITION OF SEGREGATED FACILITIES (APR 2015)** *Applies if FAR 52.222-26 applies.*

38. **FAR 52.222-26 – EQUAL OPPORTUNITY (SEPT 2016)** *Applies if contractor is awarded more than $10,000 in Federal contracts in the last 12 months.*

39. **FAR 52.222-35 – EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)** *Applies to contracts if expected value is >$200,000.*

40. **FAR 52.222-36 – EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)** *Applies to contracts if expected value is >$20,000 except for work performed outside the USA.*

41. **FAR 52.222-37 – EMPLOYMENT REPORTS ON VETERANS (JUN 2020)** *Applies to contracts if expected value is >$200,000.*

42. **FAR 52.222-40 – NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)** *Applies to contracts≥$10,000, performed wholly or partially in the United States.*

43. **FAR 52.222-41 – SERVICE CONTRACT LABOR STANDARDS (AUG 2018)** *Applies to contracts >$2,500 and subject to the Service Contract Labor Standards statute.*

44. **FAR 52.222-43 - FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)** - *Applies to contracts subject to Service Contract Labor Standards (FAR 52.222-41) if contract >SAT and is a multiple year contract or is a contract with options to renew.*

45. **FAR 52.222-44 – FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MAY 2014**) – *Applies to contracts subject to Service Contract Labor Standards (FAR 52.222-41) if contract > SAT, is not multi-year, and no options to renew.*

46. **FAR 52.222-50 – COMBATING TRAFFICKING IN PERSONS (NOV 2021***) Applies to contracts >$700,000 and is for supplies other than Commercial-off- the-shelf items, acquired outside of the United States, or for service performed outside the US for only Section (h).*

47. **FAR 52.222-51 – EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT—REQUIREMENTS (MAY 2014)** *Applies when the Laboratory has accepted a signed certification for exemption from the Contractor.*

48. **FAR 52.222-53 – EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES—REQUIREMENTS (MAY 2014)** *Applies when the Laboratory has accepted a signed certification for exemption from the Contractor.*

49. **FAR 52.222-54 – EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022)** *Applies to Contracts that are >$3,500 and work performed inside the USA for >120 days, except for Commercial-Off-the-Shelf (COTS) and commercial services that are part of purchase of COTS item.*

50. **FAR 52.222.55 – MINIMUM WAGES UNDER EXECUTIVE ORDER 14026 (JAN 2022)** *Applies if subject to Service Contract Labor Standards.*

51. **FAR 52.222-62- PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)** *Applies if subject to Service Contract Labor Standards.*

52. **FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)** *Applies if contractor is required to design, develop, or operate a system of records on individuals subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations.*

53. **FAR 52.223-18 – ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)** Applies to contracts greater than the micro-purchase threshold.

54. **FAR 52.224-2 PRIVACY ACT (APR 1984)** *Applies to contracts when contractor employees will have access to a system of records; create collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or design/develop, maintain, or operate a system of records.*

55. **FAR 52.224-3 – PRIVACY ACT TRAINING (JAN 2017)** *Applies to contracts when contractor employees will have access to a system of records; create collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or design, develop, maintain, or operate a system of records.*

56. **FAR 52.225-8 – DUTY FREE ENTRY (OCT 2025)** *Applies to contracts for foreign supplies imported into the USA if value is >$20,000.*

57. **FAR 52.225-13 – RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)**

58. **FAR 52.232-39 – UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**

59. **FAR 52.232-40 – PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)** *Applies to all contracts with small business concerns (including commercial products and services)*

60. **FAR 52.242-13 – BANKRUPTCY (JUL 1995)** *Applies to all contracts >SAT*

61. **FAR 52.242-15 – STOP WORK ORDER (ALT 1) (AUG 1984)**

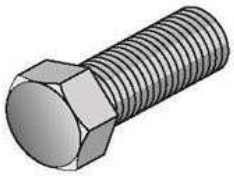
62. **FAR 52.244-6 - SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)** *Applies to subcontracts issued under this contract, but excluding FAR 52.204-27, Prohibition on a ByteDance Covered Application.*

63. **FAR 52.246-17 – WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)** *Section (b)(1) is 2 years unless otherwise specified in the contract. (c)(1) – "a reasonable time" is inserted.*

64. **FAR 52.246-20 – WARRANTY OF SERVICES (MAY 2001)** – *Section (b) is 2 years unless otherwise specified in the contract.*

65. **FAR 52.*247-64 – PREFERENCE FOR PRIVATELY OWNED U.S. – FLAG COMMERCIAL VESSELS (NOV 2021)*** *Applies when involve transportation of supplies subject to the Cargo Preference Act of 1954.*

Suspect/Counterfeit Bolt Headmark List



Any bolt on this list should be treated as defective without further testing.

All Grade 5 and Grade 8 fasteners of foreign origin which do not bear any manufacturers' headmarks:

Grade 5

Grade 8

Grade 5 fasteners with the following manufacturers' headmarks:

MARK	MANUFACTURER
J	Jinn Her (TW*)

MARK	MANUFACTURER
KS	Kosaka Kogyo (JP)

Grade 8 fasteners with the following manufacturers' headmarks:

MARK	MANUFACTURER
A	Asahi Mfg. (JP)
NF	Nippon Fasteners (JP)
H	Hinomoto Metal (JP)
M	Minamida Sieybo (JP)
MS	Minato Kogyo (JP)
Hollow Triangle	Infasco (CA, TW, JP, and YU) (Greater than 1/2-inch diameter)
E	Daiei (JP)

MARK	MANUFACTURER
KS	Kosaka Kogyo (JP)
RT	Takai Ltd. (JP)
FM	Fastener Co. of Japan (JP)
KY	Kyoei Mfg. (JP)
J	Jinn Her (TW)
UNY	Unytite (JP)

Grade 8.2 fastener with the following headmark:

MARK	MANUFACTURER
KS	Kosaka Kogyo (JP)

Grade A325 fasteners (BENNETT DENVER TARGET ONLY) with the following headmarks:

Type 1

Type 2

Type 3

MARK	MANUFACTURER
A325 KS	Kosaka Kogyo (JP)

Headmarkings are usually raised – sometimes indented.

*KEY: CA-Canada, JP-Japan, TW-Taiwan, YU-the former Yugoslavia