

## **SD-398594-1.10 SemiDice UK Terms and Conditions of Purchase 11.11.22**

### **Conditions which apply on acceptance of order (“conditions”)**

1. The “Buyer” means SemiDice Components Limited whose registered office is at 3 Hellesdon Park Road, Drayton High Road, Norwich, Norfolk NR6 5DR (company number 01803460), a company registered in England and Wales. The “Supplier” means the person, firm, company or organisation which accepts an order from the Buyer. An “order” means any order placed by the Buyer and accepted by the Supplier as more particularly detailed in these conditions.

### **Official Order and Variations:**

2. The Buyer will only be bound by an order if it is issued on the Buyer's official order form and the Buyer will not recognise any variation of any order or its conditions unless such variation is approved in writing by the Buyer's purchasing department.

### **Acceptance:**

3. In the absence of agreement to the contrary, the execution of any order (in whole or in part) shall constitute acceptance by the Supplier of all prices and all of these conditions.

### **Delivery and Ownership of Goods:**

4. Delivery shall be deemed to take place at the Buyer's premises, but legal title in the goods shall not be deemed to pass until the Buyer has had a reasonable opportunity to inspect the goods. Whilst on the Buyer's premises, the goods shall be deemed to be at the Buyer's risk. Delivery shall only take place during business hours and on working days.

### **Delays, Surpluses and Shortages:**

5. Time of delivery shall be deemed to be of the essence and, without prejudice to the Buyer's other rights, the Buyer reserves the right to cancel (without redress by the Supplier) either the whole of the unexecuted part of any order, if unexecuted within the time specified in such order, or schedules issued against such order. Where a delivery date has not been specified, the Supplier shall deliver the goods within a reasonable time. Should the Supplier's failure to deliver in accordance with the schedule necessitate delivery by special transport, all additional carriage charges shall be paid by the Supplier. The Buyer reserves the right to return to the Supplier, at the Supplier's cost, any goods delivered in excess of quantities specified in any order, or in excess of schedules previously agreed.

### **Quality**

6. The goods shall conform as to quantity, quality and description with the particulars stated in the order, be of sound materials and workmanship, be equal in all respects to the samples, patterns or specification provided or given by either party, be capable of any standard or performance specified in the order and be fit for any purpose which is identified to the Supplier, any purpose indicated by the Supplier, any usual purpose or any purpose for which the goods may reasonably be assumed to be used. Any services provided shall be performed using all reasonable care, skill and diligence.

7. If an order includes a requirement for any installation, erection or work of any nature to be carried out, the Supplier guarantees that the results intended to be achieved according to the order will be met. The Supplier shall take all necessary steps and precautions to ensure that such installation, erection or work is carried out safely and without risk to any person or property.

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### **Control of Non-Conforming Material**

8. The Supplier shall have complete traceability regarding product non-conformity and the associated disposition. The non-conformance system shall be described as part of the quality system, and records shall be readily available to the Buyer on request. This system shall ensure that all non-conforming material is positively identified to prevent use, shipment, and intermingling with any conforming material. Any disposition of use as intended, or repair, must first be approved in writing by the Buyer.

### **Corrective Action Request**

9. Acceptance of the purchase order obligates the Supplier to perform, upon request, a corrective action investigation when discrepant material is received by the Buyer. A written report shall be provided, within a period of five business days, and shall be specific and conclusive to prevent any reoccurrence of the discrepancy.

### **Counterfeit Parts Prevention**

10. The Supplier shall establish and maintain a counterfeit parts\material prevention and control plan to ensure that counterfeit goods and material are not delivered to the Buyer.

11. The Supplier shall provide written notification to the Buyer's quality manager within 24 hours if the Supplier becomes aware or suspects that it has provided counterfeit goods. The Supplier shall provide to the Buyer, upon request, the supply chain traceability to an original manufacturer or authorised distributor chain that identifies the name and location of all the supply chain intermediaries from the part manufacturer to the direct source of the product. The Supplier shall have a documented process in place to ensure counterfeit goods are contained and do not re-enter the supplier chain.

12. Any counterfeit or suspected counterfeit goods and materials, delivered to the Buyer, will be controlled by the Buyer to prevent re-entry into the supply chain.

13. The counterfeit or suspected counterfeit goods and materials, delivered to Buyer, must be replaced with non-counterfeit parts or credited at the expense of the Supplier.

14. The Supplier shall include this clause or equivalent provisions in lower tier sub-contracts for the delivery of items that will be included in or provided as goods or material(s) to the Buyer as applicable.

### **Traceability**

15. The Supplier shall maintain a documented traceability system to track all raw material(s), from delivery and inspection through to the final completed parts/components, testing and verification.

### **Special Conditions relating to the supply of goods for any aerospace contracts awarded to the Buyer**

16. Right of access – the Supplier will grant to the Buyer, the Buyer's customer(s), or regulatory authority, access to their QMS, records, process facilities and supply chain.

17. Records – the Supplier must retain the manufacturing records for a minimum of 10 years (or longer if required by the relevant manufacturing contract).

18. Flow-down – the Supplier must inform (flow-down) their supply chain of the applicable requirements as stated here in.

19. Traceability – the Supplier shall ensure that all products are identified by lot/batch code, which shall be visible on the delivery note and/or product label. This information shall be traceable to product manufacturer.

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20. Non-conforming product – the Supplier will notify the Buyer of any supplied product known to be non-conforming by the Supplier.

**Liability and Insurance:**

21. Without prejudice to the Supplier's liability under any warranty or condition implied by law, the Supplier shall indemnify the Buyer against all claims, costs, losses, damages and expenses whatsoever and whether arising in contract, tort or otherwise from: (i) any defect in the goods whether such defect is attributable to faulty design (other than a design made, provided or specified by the Buyer), materials or workmanship; (ii) any infringement or alleged infringement of letters patent, patents, patent applications, registered designs or other proprietary rights by use or sale of the goods, except that this indemnity shall not apply where goods are supplied by the Supplier to the specification or design of the Buyer; (iii) any defect in any installation, erection or work of any nature to be carried out by the Supplier; (iv) any negligent act or omission by the Supplier, its employees, sub-contractors (whether authorised under clause (33) below or not) or agents.

22. Nothing in these terms shall be interpreted as limiting or excluding either party's liability in respect of: (i) death or personal injury caused by its negligence or the negligence of its employees, sub-contractors or agents; (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or (iv) any other liability which cannot be legally excluded or limited by applicable law.

23. Subject to clause (21) above, the Buyer shall have no liability arising out of or in connection with any order (whether due to negligence, breach of contract, misrepresentation or otherwise) including without limitation: a) indirect or consequential loss; b) loss of profits; c) loss of business; d) loss of goodwill; e) loss of contract; f) loss of savings; or g) loss of opportunity.

24. The Supplier shall maintain in force a policy or policies of insurance with a reputable insurer to cover the Supplier's actual or contingent liabilities arising out of or in connection with: (i) the Supplier's fulfilment of each order; and (ii) any negligence on the part of the Supplier, its employees, sub-contractors and agents. The Supplier shall produce evidence of the terms and validity of such insurance if requested to do so.

**Health and Safety at Work:**

25. The Supplier undertakes with the Buyer as follows: (i) that it has carried out all testing, examination and other work necessary to minimise and, in so far as is reasonably practicable, eliminate any risk to health or safety resulting from the use of the goods for any purpose for which they are designed or normally used; (ii) that where conditions exist under which there will or may be any risk to health or safety, the Supplier shall immediately on acceptance of the order bring such conditions to the attention of the Buyer in writing and shall provide (free of cost) adequate information about such conditions and the safeguards which should be observed to ensure that the goods can be transported, stored, processed and/or used safely and without risk to health.

**Visits to Supplier's Premises:**

26. The duly authorised representative of the Buyer and/or its customer(s) shall be given access at all reasonable times to the Supplier's premises and shall be permitted to inspect, examine and test materials used in the manufacture of goods supplied under the order, before or during their manufacture. The Supplier shall supply the results of all inspections and tests in such a form as the Buyer may require. Previous notice will be given by the Buyer of its intention to send its representative.

**Advertisement:**

27. No order shall, without the Buyer's consent in writing, be disclosed by the Supplier to any third party or used in any way for any public announcement or advertisement.

**Confidentiality:**

28. The Buyer may provide the Supplier with drawings, specifications, product information, pricing, customer information, proprietary information or know-how ("Confidential Information"). The Supplier agrees that it shall: (i) keep the Confidential Information confidential; (ii) not make or release copies of the Confidential Information or disclose the Confidential Information to any party without the Buyer's prior written consent; (iii) not use the Confidential Information for any purpose except the performance of its obligations under an order; and (iv) not use the Confidential Information to gain a commercial advantage over the Buyer.

29. The provisions of clause (28) above shall not apply to Confidential Information which: (i) is in or comes into the public domain other than through a breach of clause (28) above; (ii) the Supplier can prove (to the Buyer's reasonable satisfaction) was already known to it or was disclosed to it by a third party, who was not bound by any obligations of confidentiality or secrecy; and/or (iii) the Supplier is obliged to disclose by any applicable law or regulation.

**Materials Sent:**

30. The Supplier shall be responsible for any property of the Buyer, which may be issued to the Supplier in connection with an order, and shall indemnify the Buyer against loss or damage to such property. The Supplier shall clearly mark all such property as the property of the Buyer and shall submit stock returns thereof as and when requested by the Buyer.

**Force Majeure:**

31. The Buyer reserves the right to require the Supplier to suspend deliveries in the case of any strike, lockout, fire, accident or stoppage of the Buyer's business, or work beyond the reasonable control of the Buyer which prevents or hinders the use of the goods, and payments shall be postponed until such time as deliveries shall be resumed.

**Terms of Payment:**

32. Payment terms are 60 days from the delivery date, unless otherwise agreed in writing between the Buyer and the Supplier.

**Sub-Contracting:**

33. No order shall be assigned, sub-contracted or otherwise transferred (either wholly or partially) without the prior consent of the Buyer in writing.

**Special Conditions Relating to Tools and Moulds:**

34. This clause (34) shall, in addition to all other terms in these conditions, apply in respect of all tools and moulds made or purchased for the manufacture of piece parts to be supplied under any and all orders. (i) Where an order relates to the supply of tools or moulds ("Buyer's tools") and where, with the consent of the Buyer, the Buyer's tools are to be retained in the possession of the Supplier, the property in such tools shall be deemed to pass to the Buyer when the Buyer has paid for them. (ii) Where an order provides for any contribution by the Buyer towards the cost of any tools or moulds required by the Supplier for the manufacture of piece parts to be supplied under this contract ("Supplier's tools"), the Buyer shall have the right at its request to have the Supplier's tools transferred to the Buyer without further payment (whereupon the property in such tools shall pass to the Buyer) if the Supplier is unable or unwilling for any reason to execute any order for piece parts of the required quality from such tools within a reasonable period and at competitive prices or being an individual or firm, shall become insolvent or being a company, shall go into liquidation (except for the

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purposes of amalgamation or reconstruction) or where any of these circumstances may, in the Supplier's reasonable opinion, become likely to occur. (iii) The Supplier undertakes at its own expense to keep all Buyer's tools and Supplier's tools in good repair and not to use them for any other customers without the Buyer's consent in writing. (iv) The Supplier further undertakes not to sell or dispose of, or agree to sell or dispose of, any Buyer's tools or Supplier's tools or create, or allow to be created, by lien charge or other encumbrances over such tools. (v) For as long as any of the Buyer's tools shall be in the Supplier's possession, such Buyer's tools shall be clearly marked by the Supplier as the property of the Buyer and shall be at risk of the Supplier and the Supplier shall be fully responsible for all obligations and liabilities in respect of such tools or of their operation as though the Supplier were the owner thereof and the Supplier shall replace such of the Buyer's tools as may be lost or damaged beyond economical repair on a new-for-old basis, or shall repair such of the Buyer's tools as may be damaged to a condition which is no less than the condition of the tools prior to their being damaged. (vi) The Buyer shall have the right at any time, on giving reasonable notice to the Supplier, to enter upon the premises of the Supplier to inspect or make tests upon any Buyer's tools or Supplier's tools and, at the Buyer's discretion, to take possession of and remove from the premises of the Supplier any tools or moulds of which the Buyer has become the owner by virtue of sub-clause (ii) of this Clause.

#### **Offset of Amount Due:**

35. The Buyer shall be entitled to off-set amounts owed to the Supplier with amounts due from the Supplier (and/or its subsidiaries or holding company, or other subsidiaries of the same holding company as such expressions are defined by section 1159 of the Companies Act 2006 ("affiliates")) to the Buyer (and/or its affiliates).

#### **Termination:**

36. The Buyer shall have the right at any time, by giving notice in writing to the Supplier, to terminate an order forthwith if (in any applicable jurisdiction): (i) the Supplier commits a breach of any of the terms and conditions of an order; (ii) any distress, execution or other process is levied upon any of the assets of the Supplier; (iii) the Supplier has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any legislation for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose of reconstruction or amalgamation only, or has a receiver and/or manager, examiner, liquidator, provisional liquidator, trustee, administrator or administrative receiver (or similar officer) appointed of its undertaking or any part thereof, or a resolution is passed or a petition is presented to any court for the winding up of the Supplier or for the granting of an administration order in respect of the Supplier, or any proceedings are commenced relating to the insolvency, dissolution, or winding-up (or possible insolvency, dissolution, or winding-up) of the Supplier; or (iv) the Supplier suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under an order or any other contract between the Buyer and the Supplier, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Supplier ceases to trade; (v) the Supplier ceases or threatens to cease to carry on its business; (vi) the Supplier is subject to any change in control; (vii) the financial position of the Supplier deteriorates to such an extent that, in the opinion of the Buyer, the capability of the Supplier to adequately fulfil its obligations under an order has been placed in jeopardy; and/or (viii) the Supplier reasonably believes that any of the circumstances listed in clauses (36)(ii) to (36)(iv) may occur.

37. The termination of an order, however arising, will be without prejudice to the rights and duties of the Buyer accrued prior to termination. Any terms that expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

38. The Buyer reserves the right to terminate an order at any time by giving one month's notice in writing, in which case the Supplier will reduce the production rate of goods specified in the Buyer's order as rapidly as possible. Goods in the process of manufacture or that have been manufactured in accordance with the Buyer's delivery requirements may, at the option of the Buyer, either be completed, delivered and paid for or, alternatively, the Buyer may pay reasonable

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compensation in respect of the cost of materials and labour involved in the production of such goods, up to the time of the termination of the order.

**Ethics**

39. To meet social responsibilities, the Supplier is required to conduct their business in an ethical manner and to act with integrity at all times.

**Remedies:**

40. Failure by the Supplier to perform any of the obligations, or to meet any of the requirements of this contract, shall entitle the Buyer at its option either to retain or to reject the goods, without prejudice to such other rights as it may have to compensation and damages.

**Compliance with Obligations:**

41. Failure by the Buyer to insist on the Supplier's compliance with any of its obligations shall not be constructed as a waiver or relinquishment of the Buyer's right to insist upon strict compliance with such obligations at any other time.

**Law:**

42. The formation, existence, construction, performance, validity and all aspects of these conditions shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

**Headings:**

43. The headings of these conditions shall not affect the construction thereof.

**Third Party Rights:**

44. The parties do not intend that any term of these conditions will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 (or any equivalent legislation in any other country) by any person that is not a party to it.

**Notices:**

45. All notices between the parties about an order must be in writing and delivered by hand or sent by pre-paid registered first-class post to the Buyer's registered address, or to the Supplier's address specified on an order respectively.

46. Communications shall be deemed to have been received, if sent by pre-paid registered first-class post, 2 days (excluding Saturdays, Sundays and bank and public holidays within the UK) after posting (exclusive of the day of posting) or, if delivered by hand, on the day of delivery.

47. Notices sent by email will not be valid.

**Best Price:**

48. Supplier represents that the prices for the goods and/or services are the lowest prices charged by Supplier to buyers under conditions similar to those specified in the order, and that such prices comply with applicable government regulations in effect at the time of quotation, sale, or delivery. Except as otherwise expressly provided in the order, the prices for the Products and Services will be firm fixed prices and include all applicable federal, state, and local taxes

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**Entire Agreement:**

49. These conditions set forth the entire agreement and understanding between the parties with respect to the subject matter hereof and, except in relation to fraud or as specifically provided herein, supersede and merge all prior oral and written agreements, discussions and understandings between the parties with respect to the subject matter hereof, and neither party shall be bound by any conditions, inducements, or representations other than as expressly provided for herein. Each party acknowledges that, in entering into these conditions, it has not relied on, and shall have no right or remedy in respect of, any statement representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these conditions. This clause does not exclude liability of either party for fraudulent misrepresentation.

**Additional Terms for Orders Under U.S. Government Contracts:**

50. The following additional terms shall apply to all orders in support of a contract or subcontract for any end user that is an agency or department of the United States government:

- 50.1 **Rated Orders.** If the order contains a Defense Priorities and Allocations System (“DPAS”) rating, it is a “rated order” certified for national defense, emergency preparedness, and energy program use, and Supplier shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700). In such case, Supplier shall provide unqualified written acceptance or rejection to SemiDice’s authorized representative within 15 working days after receipt of a DO-rated order and within 10 working days after receipt of a DX-rated order. **RATED ORDERS TAKE PRECEDENCE OVER ALL NON-RATED ORDERS AND ALL COMMERCIAL ORDERS YOU MAY HAVE.**
- 50.2 **New Materials.** Unless expressly authorized in writing, all goods and/or services to be delivered hereunder shall consist of new materials, as defined in Federal Acquisition Regulation (“FAR”) 52.211-5, found in Title 48 of the U.S. Code of Federal Regulations.
- 50.3 **Counterfeit Parts.** Supplier shall not deliver any Counterfeit Part to SemiDice. “Counterfeit Part” means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.
- (a) Supplier shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in an order.
  - (b) Supplier shall immediately notify SemiDice with the pertinent facts if Supplier becomes aware that it has delivered a Counterfeit Part to SemiDice. When requested by SemiDice, Supplier shall provide Original Component Manufacturer (OCM) or Original Equipment Manufacturer (OEM) documentation that authenticates traceability of the affected parts to the applicable OCM/OEM. Supplier, at its expense, shall provide reasonable cooperation to SemiDice in conducting any investigation regarding the delivery of a Counterfeit Part.
  - (c) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flow down, or other provision included in any order addressing the authenticity of goods or parts delivered by Supplier to SemiDice.

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- (d) In the event that a Counterfeit Part has been delivered to SemiDice, Supplier shall, at its expense, promptly replace such Counterfeit Part with genuine parts conforming to the requirements of the applicable order. Notwithstanding any other provision in these conditions, Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Parts, including without limitation SemiDice's costs of removing Counterfeit Part, of installing replacement parts and of any testing necessitated by the reinstallation of parts after a Counterfeit Part has been exchanged. The remedies contained in this paragraph are in addition to any remedies SemiDice may have at law, equity or under other provisions of these conditions.

50.4 Equal Employment Opportunity/Affirmative Action. As part of SemiDice's compliance with U.S. federal Equal Employment Opportunity and Affirmative Action regulations, we hereby provide notice that SemiDice is an equal opportunity employer that makes employment decisions without regard to race, religion, colour, national origin, citizenship, sex, sexual orientation, gender identity, veteran's status, age, or disability status and that SemiDice takes affirmative steps to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. SemiDice further notifies all vendors that, as an entity supplying goods and/or services to SemiDice, to the extent any work performed under the order takes place in the United States and as otherwise applicable, your organization may be subject to, and required to take action pursuant to, the following laws and accompanying regulations: Executive Order 11246 (and its implementing regulations); the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations); the Rehabilitation Act of 1973, as amended (and its implementing regulations); Executive Order 13496 Appendix A to Subpart A0. The equal employment opportunity clauses within each of the above regulations, as applicable, are included by reference in all contracts between SemiDice and all its suppliers

50.5 Flow downs. The clauses in Exhibit A shall apply and shall predominate in the event of conflict with any other provision of this Agreement unless specifically noted. Additional flow down clauses may be attached and incorporated herein by reference with the same effect. The referenced clauses are set forth or referred to in the Federal Acquisition Regulation ("FAR") and Department of Defense Supplement to the FAR ("DFARS"). In order to make the context of these clauses applicable to this Agreement, FAR clauses can be found at <http://acquisition.gov/comp/far/index.html>, and DFARS clauses can be found at <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>. In the event SemiDice is required to flow-down any additional or different terms, conditions, and/or certification requirements as a requirement of its government contract, Supplier agrees to negotiate in good faith with SemiDice the incorporation of such terms, conditions, and/or certification requirements.

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## **EXHIBIT A**

### **FEDERAL ACQUISITION REGULATION (FAR) AND DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) FLOWDOWN PROVISIONS**

#### **A. INCORPORATION OF FAR AND DFARS CLAUSES**

For any order for goods and/or services to be used in whole or in part for the performance of federal government contracts, governed by specific rules and regulations of the federal government, the FAR and DFARS clauses referenced below are incorporated herein by reference to the extent they are applicable to any order, with the same force and effect as if they were given in full text, including any notes following the clause citation. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in SemiDice's contract with its customer, the date or substance of the clause incorporated by said customer contract shall apply instead.

The Contracts Disputes Act shall have no application to this Contract, and nothing in this Contract grants Supplier a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the Law clause and disputes-related provisions of this Contract. Supplier shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included in this Contract.

Where necessary and appropriate to adequately represent the relationship between SemiDice and Supplier, the following definitions apply, along with such other changes to the language as may be deemed necessary to make such clauses adequately represent the same rights and obligations between SemiDice and Supplier as exist between SemiDice and its customer or the U.S. government, as appropriate.

Definitions:

1. "Contract" means the applicable order.
5. "Government," "Contracting Officer," "Administrative Contracting Officer," and "Procurement Contracting Officer" (and any other similar roles as appropriate in the context of the clause) shall mean SemiDice and SemiDice's respective representatives.
6. "Contractor," "Prime Contractor," and "Offeror" means the Supplier, which is the party identified on the face of the Contract with whom SemiDice is contracting, acting as the immediate subcontractor to SemiDice.
8. "Subcontract" means any contract placed by Supplier or lower-tier subcontractors under this Contract.

#### **B. PROVISIONS OF THE FEDERAL ACQUISITION REGULATION (FAR) INCORPORATED BY REFERENCE**

The following FAR clauses apply to this Contract:

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021) (Applies if this Contract exceeds the threshold specified in FAR 3.1004(b)(1) on the date of this Contract and has a period of performance of more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

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FAR 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)

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

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) (Applies unless SUPPLIER is furnishing commercially available off-the-shelf items and flow down is required in accordance with paragraph (c) of the clause.)

FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021) (SUPPLIER shall provide SEMIDICE copies of any reports provided under this clause which relate to the performance of this Contract.)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) (Reports required by this clause will be made to SEMIDICE.)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applies if this Contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this Contract..)

FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 2020) (Applies if this contract exceeds the threshold specified in FAR 22.1408(a) on the date of award of this Contract.)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applies if this Contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this Contract.)

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (Applies if flow-down required in accordance with paragraph (f) of the clause.)

FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (AUG 2018)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021), with ALTERNATE I (MAR 2015) (if applicable).

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (NOV 2021)

FAR 52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022) (Applies if flow-down is required in accordance with paragraph (k) of the clause.)

FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022) (Applies if flow down is require din accordance with paragraph (m) of the clause.)

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FAR 52.224-3 PRIVACY TRAINING (JAN 2017) (Applies if flow down is required in accordance with paragraph (f) of the clause.)

FAR 52.225-1 BUY AMERICAN ACT -- SUPPLIES (NOV 2021) (Applies if the Work contains other than domestic components.)

FAR 52.225-5 TRADE AGREEMENTS (OCT 2019) (Applies if the Work contains other than U.S. made or designated country end products as specified in the clause.)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021) (Applies if flowdown is required in accordance with paragraph (c) of the clause. This clause does not apply if SEMIDICE does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)

FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (NOV 2021) (Applies if flowdown is required in accordance with paragraph (d) of the clause.)

**c. PROVISIONS OF THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) INCORPORATED BY REFERENCE**

The following DFARS clauses apply to this Contract:

DFARS 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

DFARS 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)

DFARS 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019) (Applies if this Contract is for operationally critical support or for which performance will involve covered defense information. SUPPLIER shall furnish SEMIDICE copies of notices provided to the Contracting Officer at the time such notices are sent. SUPPLIER shall also furnish SEMIDICE copies of any reports SUPPLIER receives from its lower tier subcontractors.)

DFARS 252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)

DFARS 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021) (Copies of reports provided by SUPPLIER under this clause will be provided to SEMIDICE.)

DFARS 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

DFARS 252.225-7013 DUTY-FREE ENTRY (APR 2020)

DFARS 252.225-7020 TRADE AGREEMENTS CERTIFICATE (NOV 2014)

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DFARS 252.225-7021 TRADE AGREEMENTS (SEP 2019) (Applies if the Work contains other than U.S.-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5.)

DFARS 252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)

DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019) (Applies if this Contract exceeds \$500,000. In subparagraph (f)(1) "Contractor" shall mean "SEMIDICE." SEMIDICE shall have no liability to SUPPLIER for any incentive payment under this clause unless and until the Government provides said incentive payment to SEMIDICE on behalf of SUPPLIER.)

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2021)

DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016)

DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (FEB 2019) (Applies in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies.)

#### **D. CERTIFICATIONS AND REPRESENTATIONS**

SUPPLIER acknowledges that SEMIDICE will rely upon SUPPLIER certifications and representations, including representations as to business size and socio-economic status as applicable, contained in this clause and in any written offer, proposal or quote, or company profile submission, which results in award of a contract to SUPPLIER. By entering into such contract, SUPPLIER republishes the certifications and representations submitted with its written offer, including company profile information, and oral offers/quotations made at the request of SEMIDICE, and SUPPLIER makes those certifications and representations set forth below. SUPPLIER shall immediately notify SEMIDICE of any change of status regarding any certification or representation.

##### **1. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts the threshold specified in FAR 3.808 on the date of subcontract award)**

(a) Definitions. As used in this provision--

"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8).

The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

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(c) Certification. SUPPLIER hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, SUPPLIER shall complete and submit, with its offer, to SEMIDICE OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. SUPPLIER need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## **2. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters**

(a)(1) SUPPLIER certifies, to the best of its knowledge and belief, that--

(i) SUPPLIER and/or any of its Principals--

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii) SUPPLIER has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial

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challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an instalment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment; and similar positions).

(b) SUPPLIER shall provide immediate written notice to SEMIDICE if, at any time prior to contract award, SUPPLIER learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that SUPPLIER knowingly rendered an erroneous certification, in addition to other remedies available, SEMIDICE may terminate this contract for default.

### **3. FAR 52.222-22 Previous Contracts and Compliance Reports**

(a) SUPPLIER represents that if SUPPLIER has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (1) SUPPLIER has filed all required compliance reports and (2) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

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(b) Paragraph (a) applies only to the extent (1) SUPPLIER performs work in the United States, or (2) recruits' employees in the United States to Work on this Contract.

#### **4. FAR 52.222-25 Affirmative Action Compliance**

(a) SUPPLIER represents: (1) that SUPPLIER has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labour (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, SUPPLIER will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of this Contract.

(b) Paragraph (a) applies only to the extent (1) SUPPLIER performs work in the United States, or (2) recruits' employees in the United States to Work on this Contract.

END

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