



Navistar Defense, LLC
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**STANDARD TERMS AND CONDITIONS AND FAR FLOWDOWNS
FOR SUBCONTRACTS FOR COMMERCIAL ITEMS
UNDER FEDERAL GOVERNMENT CONTRACTS**

1. **PRODUCTS.** The term products (“Products”) as used herein shall include all Products, packaging, and containers, as well as any literature pertaining to such Products.
2. **ACCEPTANCE; ORDER CONSTITUTES ENTIRE AGREEMENT.** This Order constitutes Navistar Defense LLC’s (“Navistar Defense” and/or “Buyer”) offer to purchase Products only in accordance with the terms and conditions contained herein. Any document of Seller containing additional or different terms and conditions or any attempt by Seller to vary to any degree, any of the terms and conditions expressed in this Contract shall not operate as a rejection of this contract, but shall be deemed a material alteration thereof and this contract shall be deemed accepted by Seller without such additional or different terms and conditions. All such different and/or additional terms and conditions which may be contained in any document furnished by seller in accepting this contract are hereby objected to and rejected and shall have no force and effect unless otherwise agreed to in writing by Buyer. This order may be accepted by Seller by the commencement of work, shipment of goods, furnishing of services or by any written confirmation or acknowledgement made by Seller, such acceptance or confirmation being expressly conditioned on these terms and conditions.
3. **PAYMENT.**
 - (A) Unless otherwise stated in this Contract, standard payment terms shall be sixty (60) days from date of receipt of a correct invoice from Seller, or the date of receipt of the Products by Buyer, whichever is later. All payments shall be made in U.S. dollars. Buyer neither guarantees nor is responsible for any liabilities incurred by any Third Party Designees under this Contract.
 - (B) **PAYMENT SPECIFIC TO TRUCK EQUIPMENT MANUFACTURERS:** Specific to Truck Equipment Manufacturers (TEMs), the payment obligations of Navistar Defense shall be incurred only upon acceptance by the United States government or state, provincial, local, or foreign government of the completed Navistar Defense vehicle(s) with the TEM-provided materials and / or services. Acceptance by the United States government (or state, provincial, local or foreign government) will be demonstrated by the receipt by Navistar Defense of a Form DD250 from the United States government (or equivalent form from such other government unit) with respect to the vehicle(s). Accordingly, Navistar Defense shall have 60 days from the date of its receipt of the Form DD250 (or equivalent form from such other government unit) to pay TEMs for materials and / or services provided with respect to such vehicle(s).
4. **CHANGES.** Buyer reserves the right at any time without notice to the sureties, if any, to make changes or modifications in drawings, specifications and/or delivery schedule as to any Products, materials, or work covered by this Contract. Buyer will issue such change in writing (“Change Order”). Any increase or decrease in price or time for performance resulting from such changes shall be equitably adjusted, and the Contract shall be modified in writing accordingly. Seller must assert its right to an adjustment under this provision in writing, delivered to Buyer’s contracting representative within fifteen (15) days from Seller’s receipt of the written Change Order. Failure to

agree on the adjustment shall be deemed a dispute under this Contract and such dispute will not excuse the Seller from continuing performance as changed.

5. **SHIPMENT.** Shipments of Products must equal exact quantity ordered, unless otherwise agreed to in writing. Shipping schedules may contain authorization to Seller to fabricate, within a time specified, quantities of Products under this Contract, the delivery of which has not been specified. It may also contain authorization to Seller to acquire, within a specified period of time, materials necessary to fabricate a quantity of the Products under this Contract.
6. **STOP WORK ORDER.** Buyer may at any time and by written order to Seller require the Seller to stop all, or any part of, the work being performed hereunder for a period not to exceed ninety (90) days, or for such period as the Buyer and its government customer may agree under the prime contract (“Stop Work Order”). Upon receipt of the Stop Work Order Seller will immediately comply with the terms of the Stop Work Order and will take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order. Within the ninety day period (or such other period as agreed to between Buyer and its customer) the Buyer will either (i) cancel the Stop Work Order; or (ii) terminate the work covered as provided in the Termination provisions of the Contract. If the Stop Work Order is canceled or the ninety day period expires, the Seller shall resume work and an equitable adjustment as to cost and/or schedule shall be made in accordance with the Changes provision.
7. **PRICING AND INVOICE DISPUTES.** All pricing and invoice disputes with Buyer must be identified by Seller to Buyer within six (6) months to the date of Buyer’s receipt of Seller’s shipment. On disputes that have not been identified to Buyer by Seller in writing within this time, Seller agrees to accept whatever payment Buyer deems appropriate.
8. **EQUIPMENT MAINTENANCE.** Unless otherwise agreed in writing, Seller shall furnish at its own expense, keep in good condition, and replace when necessary, all dies, tools, gauges, fixtures, and patterns necessary for the production of the Products ordered. Title to all property, including equipment, furnished at no charge to Seller by Buyer or the United States Government (“GFE”) for Seller’s performance of its obligations under this Contract, shall at all times vest in Buyer or the United States Government in the case of GFE, and Seller assumes all liability for any loss, damage, or shortage and/or for Seller’s failure to return such property to Buyer on request. Seller shall promptly notify Buyer of any such loss, damage, or shortage.
9. **INSPECTION AND ACCEPTANCE OF PRODUCTS.** All Products shall be received subject to Buyer’s inspection or rejection. Defective Products or Products not in accordance with Buyer’s specifications will be held for Seller’s instructions and at Seller’s risk, and, if Seller so directs, will be returned at Seller’s expense. Payment for Products prior to inspection shall not constitute an acceptance thereof. Returned Products will be deducted from total shipments.
10. **SUPPLY FAILURE.** In the event of a partial failure of Seller’s sources of supply for the Products purchased, Seller will first meet all of Buyer’s requirements hereunder prior to any allocation among customers under Section 2-615 of the Uniform Commercial Code.
11. **LATE DELIVERY CHARGES.** If Buyer determines that Seller’s deliveries are so far behind a given schedule that Buyer requires express shipments, then Seller will pay the express charges. If Seller’s deliveries are so far behind a given schedule that Buyer is compelled to use material not according to Buyer’s specification, or at a higher cost, then Seller will pay whatever additional costs, expenses, losses, or damages that Buyer sustains. The provisions of this paragraph are not intended to limit any other rights and remedies that Buyer may have against Seller.

12. **WARRANTY.** In addition to fully complying with Buyer's published basic and componentry warranty, Seller agrees to warrant the Products against all defects in design, material, workmanship, and assembly for the period referenced above.
13. **ACCESS TO PREMISES.** Buyer shall have access to Seller's premises and records prior or subsequent to payment to verify any charges.
14. **NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA).** Seller will provide annually to Buyer by the specified due date, an accurate and complete NAFTA Certificate of Origin for those parts that qualify for NAFTA and an accurate and complete Country of Origin affidavit for all parts. The NAFTA Certificate of Origin must be completed in accordance with regulations published by the U.S. Department of Treasury in 19 C.F.R. Sec. 181.11 et seq. and any amendments thereto, and in accordance with instructions issued annually to Seller by Buyer. In the event that Seller fails to comply with this requirement, Buyer will charge back to Seller and Seller will promptly reimburse Buyer for all import duties, penalties, and taxes paid by the Buyer as a result of Seller's non-compliance. Buyer reserves the right to charge Seller a U.S. \$250 non-compliance per Product part number charge.
15. **SUPPLIER DIVERSITY PROGRAM.** Seller agrees to utilize "Small Business Concerns, Small Disadvantaged-Owned Business Concerns, Minority-Owned Business Concerns, Women-Owned Business Concerns, Veteran-Owned Business Concerns, Service Disabled-Owned Veteran Business Concerns, and HUB zone-Located Business Concerns" as required by Federal Laws, 97-507, 99-661, 100-355, 105-135, and 106-50. Seller will use all reasonable efforts to achieve the goals as have been disclosed to it and which are applicable to the goals set forth in the prime contract under which this Order is issued.

Seller also agrees to report its accomplishment toward the above goals on a quarterly basis in the Buyer's Navistar electronic second-tier reporting system located at www.registration.internationalupplier.com. Buyer acknowledges and agrees that, for purposes of satisfying the foregoing goals: (i) such goals apply only to those goods and services purchased by Seller in the United States; and (ii) a purchases of goods and services may be entitled to credit toward more than one of the foregoing goals depending on the status of the subcontractor—e.g., a subcontract with a "Minority Owned Business Concern" may also qualify as a subcontract with a "Small Disadvantaged-Owned Business Concern" and/or a "Women-Owned Business Concern".

16. **ELECTRONIC DATA INTERCHANGE (EDI).** Seller agrees to comply with all EDI requirements of Buyer. These basic requirements include Release and Receiving Suite documents. These conditions are subject to change and Seller will be given notice of new requirements. If Seller is unable to meet all the implementation requirements, then the Contract is subject to either termination by the Buyer, or a daily assessment of US\$50, at Buyer's option, until the requirements have been met. If Seller is unable to meet any of the EDI transaction requirements (ASN), Seller is subject to a US\$500 per occurrence charge. Seller agrees that any EDI will be deemed sufficient for enforceability under any state's statute of frauds or similar law.
17. **MATERIAL SAFETY DATA SHEETS (MSDS).** Seller will properly classify, describe, package, mark, label, and provide MSDS for approval by Buyer prior to shipment of all Products. Seller will prepare all such Products for transportation, accompanied by an approved MSDS, in accordance with all applicable local, state, and federal laws, ordinances, or regulations. Seller will defend, indemnify, and hold harmless Buyer from any claims, penalties, or damages incurred by Buyer as a result of any Products received from Seller not in accordance herewith.

18. **NON DISCRIMINATION.** If this Contract is subject to Executive Order 11246 pertaining to nondiscrimination and nonsegregation, Seller certifies that it (1) is in compliance with Sec. 202 of Executive Order 11246, as amended by Executive Order 11375, and subsequent Executive Orders and the Rules and Regulations set forth by the Secretary of Labor in effect as of the date of this Executive Order; (2) does not and will not provide or maintain at any of its establishments, nor permit its employees to perform their services at any location under its control where there are maintained segregated facilities; and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities" means facilities which are in fact segregated on a basis of race, color, creed, religion, or national origin. Seller agrees to (1) obtain an identical certification from proposed subcontractors prior to the award of subcontracts exceeding US\$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and (2) maintain such certifications in its files. The penalty for making a false representation is prescribed under 18 U.S.C. 1001 and any such false representation shall be a material breach of this Contract.
19. **INDEMNIFICATION BY SELLER.** Seller agrees to protect, defend, hold harmless, and indemnify Buyer against all claims, actions, liabilities, losses, costs, and expenses, including, without limitation, reasonable legal cost and fees, punitive damages, consequential damages, and penalties arising out of any actual or alleged death of, or injury to, any person and/or damage to any property, by whosoever suffered, resulting or claimed to result, in whole or in part, from any actual or alleged defect in the supplied Products, including actual or alleged improper design, manufacture, or assembly of such Products, or arising out of any actual or alleged violation by such Products, or their manufacture, possession, use or sale, or any law, statute, or ordinance, or any governmental administrative order, rule, or regulation.
20. **INTELLECTUAL PROPERTY INDEMNIFICATION.** Seller agrees to defend, at its expense, any claim or suit against Buyer or Buyer's customers, or either of their officers, directors, employees, agents, and affiliates based on an assertion or claim that the Products furnished by Seller to Buyer hereunder or the sale or the use by Buyer or its customers in the manner contemplated by this Contract infringes any patent or copyright or other intellectual property right or is a wrongful use of third-party trade secret or proprietary information, and further agrees to indemnify and hold Buyer, or their officers, directors, employees, agents, and affiliates harmless from any losses, including attorneys' fees, settlements associated with said claim, or any losses, including attorneys' fees or costs, finally awarded in any such claim. If the use or sale of the Product furnished pursuant to the Contract is enjoined as a result of such suit, Seller, at its option and at no expense to Buyer, shall obtain for Buyer and its customers the right to use and sell the Product or shall substitute an equivalent Product acceptable to Buyer and extend this indemnity thereto. This indemnity does not extend to any claim or suit based on any infringement of any patent by the combination of the Product furnished by Seller with other components added thereto by Buyer, except when the Product is a material part of the invention of an asserted patent and the components furnished by Buyer to complete the claimed combination, such as an engine, sensor, or vehicle frame, are not novel within the meaning of the patent or are specified or approved by Seller. This indemnity does not extend to any infringement or alleged infringement arising solely out of Seller's compliance with Buyer-required specifications, designs, or instructions that (i) are created solely by Buyer, and (ii) are thereafter furnished to Seller in writing.
21. **INSURANCE.** Seller will purchase and maintain commercial general liability insurance in the amount of at least US\$5,000,000 and provide Buyer with a Certificate of Insurance identifying Buyer as an additional insured. Failure to provide such certificate of insurance shall void this Contract, at Buyer's sole option. Seller will notify Buyer of any changes in coverage or Notice of Cancellation of such coverage

22. **BUYER IDENTITY REMOVAL.** At its own expense, Seller agrees to destroy or remove to Buyer's complete satisfaction, Buyer's corporate name, addresses, trademarks, patent numbers, and all other reference to Buyer from all Products rejected or canceled by Buyer, or purchased or produced by Seller in excess of quantities specified by Buyer, whether such Products are completed or partially completed, delivered, tendered for delivery, or undelivered, prior to disposition of such Products to parties other than Buyer; or to destroy such Products. Seller acknowledges that any sale of Products bearing Buyer's trade name and/or trademarks to any person or entity other than Buyer is an infringement of Buyer's proprietary rights in its trade name and/or trademarks and is an attempt by Seller to "pass off" Products of others as the Products of Buyer. Without first obtaining the written consent of Buyer, Seller agrees that it shall not in any manner make known the fact that Seller has furnished, or contracted to furnish, to Buyer the Products covered by this Contract, or use the name of Buyer or any of its trademarks or trade names in Seller's advertising or other promotional material.
23. **CONFIDENTIAL INFORMATION.** Seller agrees not to disclose to any third party, or use, except in connection with the furnishing of the Product or service under this Contract, any confidential information relating to Buyer's business, including business and marketing plans, processes, products, equipment, or trade secrets, as well as confidential information resulting from the performance of this Contract. Any information not available to the public shall be considered confidential for the purposes of this Contract; but should any of this information be published or otherwise made available by the public by Buyer or by third parties without breach of this Contract, Seller shall be free to use for its own purposes only that information which is actually publicly available. Confidential information that is owned by the U.S. Government or in which the U.S. has the right to use and which is provided to Seller either by Buyer or by the U.S. Government under this Contract and unless otherwise directed in writing, shall be used by Seller only in performance of its obligations pursuant to this Contract. All rights title and interest in said confidential information shall remain with and vest in the U.S. Government. Seller will have no ownership rights in said confidential information nor shall Seller have any right to license or sublicense such confidential information without the expressed prior permission of the U.S. Government.
24. **OWNERSHIP OF MATERIALS.** All materials, including without limitation, documents, drawings, models, sketches, designs, software, computer tapes and disks, and lists furnished to Seller by Buyer or by the U.S. Government, shall remain the property of Buyer or the U.S. Government as the case may be and shall be returned promptly upon completion of the assigned project, or at any time upon written request of Buyer or the U.S. Government. Seller agrees not to make any copies of any such materials without Buyer's permission and to return any copies authorized with the original materials.
25. **TERMINATION.**
- (A) **Termination for Default:** Buyer may terminate, either in whole or in part, this Contract by written notice to Seller in the event Seller fails to (i) deliver the Products within the time specified or in accordance with the specifications, (ii) makes progress so as to endanger performance under this Contract, or (iii) perform any of the other provisions of the Contract. Buyer may terminate this Contract if Seller does not cure such failure within ten (10) days after receipt of written notice of default. In the event Buyer terminates this Contract in accordance with this subparagraph, Seller may be liable to Buyer for any costs associated with Buyer's purchase of Products similar to those terminated. In the case of a partial termination for default, Seller will continue with performance of the un-terminated portion of this Contract.

(B) Termination for Convenience: Buyer shall have the right at any time, and for any reason, without any penalty, to terminate, in whole or in part, this Contract or the deliveries specified and the authorizations contained in any shipping schedule given to Seller by Buyer, provided Buyer shall provide Seller thirty (30) days notice of such termination, whereupon this Contract shall automatically terminate immediately after the 30th day. Seller will immediately proceed to stop all work, place no further subcontracts or orders for materials, services or facilities except as reasonably necessary to complete the continued un-terminated portion of this Subcontract and shall continue performance of the work not terminated. Seller will take all reasonable precautions including as directed by Buyer, for the preservation and protection of the terminated work. Except as otherwise set forth in this provision, Buyer will have no further liability to Seller for said termination.

Within forty-five (45) days following receipt of the termination notice, Seller will prepare and submit to Buyer, Seller's termination inventory schedules. The disposition of, but not limited to, inventory, work in process and finished goods of the terminated work will be at the direction of the Buyer. Further, Seller shall use all reasonable efforts as directed by Buyer, to sell, use or otherwise dispose of all goods or materials remaining in inventory the proceeds of which, will be applied to reduce any payments to be made by the Buyer under this Contract. Within ninety (90) days of receipt of the termination notice, or as may be extended by mutual agreement between the parties, the Seller will submit to Buyer its final termination cost proposal. If the Seller fails to submit the proposal within the time allowed, the Buyer may reasonably determine on the basis of information available, the amount, if any, due Seller because of the termination and shall pay the amount determined.

Subject to the foregoing Seller and Buyer representatives may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this sub-paragraph may not exceed the total contract price as reduced by (i) the amount of payments previously made and (ii) the contract price of work not terminated. This Contract shall be so modified, and the Seller shall be paid the agreed amount. This sub-paragraph shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

If the Seller and the Buyer fail to agree on the whole amount to be paid because of the termination of work, the Buyer shall pay the Seller the amounts determined by the Buyer as follows, but without duplication of any amounts agreed on above, (i) the Contract price for completed Product accepted by the Buyer not previously paid for, (ii) adjusted for any saving of freight and other charges, and, (iii) the total of the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding, any costs attributable to supplies or services paid or to be paid elsewhere in this provision and, the total of (a) the reasonable cost of settling and preparing the termination settlement proposals under this Contract provided, however, they are properly chargeable to the terminated portion of this Contract; and (ii) a sum, as profit, of this subparagraph reasonably determined by the Buyer and as originally calculated by Seller in its subcontract pricing, however, if it appears that the Seller would have sustained a loss on the entire subcontract had it been completed, the Buyer will allow no profit under this sub-clause and shall reduce the settlement to reflect the indicated rate of loss.

26. **RIGHTS AND REMEDIES.** The provisions of each paragraph of this Contract are not intended to limit any rights and remedies of Seller or Buyer. No modifications of, or additions to, the provisions or conditions of this Contract will become a part of it until accepted in writing by Buyer. The foregoing notwithstanding, in no event shall Seller acquire any direct claim or direct course of action

against the United States Government relating to or in any way arising out of the subject matter of this Contract.

27. **ITAR COMPLIANCE.** Some Products are controlled by the International Traffic in Arms Regulations (ITAR). To ensure Buyer and Seller's compliance with the ITAR and to avoid imposition export licensing requirements, Seller will ensure that each person with access to Technical Data, as defined in 22 CFR Section 120.10, Defense Services as defined in 22 CFR Section 120.9, and Defense Articles as defined in 22 CFR Section 120.6 (collectively "ITAR Materials") is eligible to be granted access to such ITAR Materials pursuant to 22 CFR Section 120.1(c) or is a U.S. Person as defined in 22 CFR Section 120.15. In instances where Foreign Persons, as defined in 22 CFR Section 120.16 have access to ITAR Materials, the Seller shall immediately provide Buyer with a copy of the license or approval at the time that Seller provides such Foreign Person with access to the ITAR Materials. For those instances where Seller employs, retains, or contracts with any Foreign Persons without a license or approval described above, Seller shall immediately notify Buyer and if requested, provide Buyer with a detailed explanation of the steps undertaken to ensure that these persons are not gaining access to the ITAR Materials.
28. **APPLICABLE LAW AND JURISDICTION.** This Contract and all conflicts, disputes or actions arising out of or as a result of the respective rights and obligations of the parties as herein contained, shall be governed by the laws of the State of Illinois except its choice of law provisions. All disputes and actions shall be brought before a State or Federal court of competence located in the State of Illinois. The Seller consents to the venue and jurisdiction of a State or Federal court located in the State of Illinois and waives any claim of forum nonconveniens and a trial by jury.
29. **ASSIGNMENT.** This Contract nor the rights and obligations of the Seller as contained herein, will not be assigned without the express prior permission of Buyer.
30. **ENTIRE AGREEMENT** These terms and conditions and those contained on the purchase order into which these terms and conditions are incorporated by reference, contain the entire agreement and understandings of the parties and supersedes all prior understandings or agreements or the parties, whether written or oral. No modification or amendment to this Contract will be made without the prior written consent of the duly authorized representatives of both the Buyer and Seller.
31. **ADVERTISING.** Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has furnished or contracted to furnish Buyer with the Products as described herein.
32. **ORDER OF PRECEDENCE.** Conflicting provisions hereof, if any shall prevail in the following descending order of precedence; (1) provisions on the face Buyer's Order; (2) Buyer's purchase order attachments, including these terms and conditions and the provisions and clause referenced and incorporated in this document; (3) other specifications or documents incorporated by reference; (4) the statement of work referenced on the face of the purchase order.
33. **GOVERNMENTAL REQUIREMENTS.** Seller agrees to comply with all applicable statutes, regulations, laws, and other Government requirements, including but not limited to those reflected in contract clauses set forth in 48 C.F.R. Sections 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008); 52.219-8, Utilization of Small Business Concerns (May 2004); 52.222-26, Equal Opportunity (Mar 2007); 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006); 52.222-36 Affirmative Action for Workers with Disabilities, (Jun 1998); 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004); 52.222-41 Service Contract Act of 1965 (Nov 2007);

and 52.247-64 Preference for Privately Owned U.S.- Flag Commercial Vessels (Feb 2006) and provide evidence of such compliance to Buyer upon Buyer's request. The term "Contractor" and similar terms used in such FAR provisions shall be construed to mean Seller for the purposes of this Contract.

The following FAR and DFAR provisions referenced below are incorporated herein by reference with the same force and effect as if they were given in full text and are applicable, including any notes following the clause citation, to this Contract. 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 the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead.

Seller shall include in each lower-tier subcontract the appropriate flow-down clauses as required by FAR and DFARs.

PRESERVATION OF THE GOVERNMENT'S RIGHTS

If PRIME CONTRACTOR furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information ("Furnished Items") which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that PRIME CONTRACTOR, acting on its own behalf, may modify or limit any rights the Government may have to authorize the Contractor's use of such Furnished Items in support of other U. S. Government prime contracts.

52.203-1	Contractor Code of Business Ethics and Conduct	Dec 2008
52.204-2	Security Requirements	Aug 1996
52.204-9	Personal Identity Verification of Contractor Personnel	Sep 2007
52.219-8	Utilization of Small Business Concerns (Applicable where this subcontract, including all options, is expected to exceed \$100,000. Subcontractor must flow down this provision to its subcontractors. Small business concerns are exempt from this requirement.)	May 2004
52.222-3	Convict Labor	Jul 1990
52.222-18	Certification Regarding Knowledge of Child Labor for Listed Products	Feb 2008
52.222-19	Child Labor-Cooperation with Authorities and Remedies	Feb 2008
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Mar 2007
52.222-41	Service Contract Act of 1965, as Amended (mandatory	Nov 2007

flowdown for all subcontracts subject to the Act, 41 U.S.C. 351, et seq. if FAR § 52.212-5 has been included in the prime contract and FAR §§ **52.222-51 and -53** do not apply)

52.222-50	Combating Trafficking in Persons (Substitute “Navistar Defense Contracting Representative” for “Contracting Officer” throughout this provision. In subparagraph (e) insert “Navistar Defense” following “Government”)	Aug 2007
52.222-51	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration or Repair of Certain Equipment—Requirements (Applicable to subcontracts at all tiers for exempt services under the Service Contract Act, 41 U.S.C. 351, et seq. if FAR § 52.212-5 has been included in the prime contract and FAR § 52.222-41 does not apply)	Nov 2007
52.222-53	Exemption from Application of the Service Contract Act To Contracts for Certain Services—Requirements (Applicable to subcontracts at all tiers for exempt services Under the Service Contract Act, 41 U.S.C. 351, et seq. if FAR § 52.212-5 has been included in the prime contract and FAR § 52.222-41 does not apply)	Nov 2007
52.223-1	Biobased Product Certification	Dec 2007
52.223-4	Recovered Material Certification	May 2008
52.223-11	Ozone-Depleting Substances (Applicable if subcontract Work is manufactured with or contains ozone depleting Substances)	May 2001
52.223-15	Energy Efficiency in Energy-Consuming Products	Dec 2007
52.225-1	Buy American Act	Jun 2003
52.225-5	Trade Agreements (Applicable if the subcontract work contains other than U.S. made or designated country end products as specified in the clause)	Nov 2007
52.225-8	Duty-Free Entry (Applicable for subcontracts where (i) supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or (ii) other foreign supplies in excess of \$10,000 may be imported in the customs territory of the United States)	Feb 2000
52.225-13	Restrictions on Certain Foreign Purchases	Jun 2008
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the	Mar 2008

United States (Applicable where subcontractor personnel to perform outside the United States in certain designated operational areas or in support of certain diplomatic or consular missions; does not apply to personal service subcontracts with individuals)

52.227-3 Patent Indemnity, Alternate III (Jul 1995) Apr 1984

52.225-19 Commercial Computer Software-Restricted Rights Dec 2007
(Applicable if subcontract work includes delivery of existing computer software to the government)

52.244-6 Subcontracts for Commercial Items Feb 2009

52.245-1 Government Property (Applicable only if the government Jun 2007
property will be supplied to the subcontractor or the subcontractor is directed to acquire property for use under the subcontract that is titled in the Government)

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Feb 2006
Vessels, Alternate II (Feb 2006) (Applicable to subcontracts at all tiers for commercial items that are shipped in direct support of certain U.S. military operations except those subcontracts described at paragraph (e)(4) of Alternate II)

DFARS 252.225-7014 Preference for Domestic Specialty Metals Jun 2005
(See DoD Class Deviation 2008-O0002, Implementation of New Specialty Metals Restriction, issued on January 29, 2008).

FOR SUBCONTRACTS THAT EXCEED \$10,000 THE FOLLOWING CLAUSES ALSO APPLY:

52.222-36 Affirmative Action for Workers with Disabilities Jun 1998
(mandatory flowdown unless exempted by rules, regulations or orders of the Secretary of Labor)

FOR SUBCONTRACTS THAT EXCEED \$30,000 THE FOLLOWING CLAUSES ALSO APPLY:

52.209-6 Protecting the Government's Interest When Jun 2005
Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

FOR SUBCONTRACTS THAT EXCEED \$100,000 THE FOLLOWING CLAUSES ALSO APPLY:

52.203-12 Limitation on Payments to Influence Certain Federal Sep 2007
Transactions

52.222-35 Equal Opportunity for Special Disabled Veterans, Sep 2006
Veterans of the Vietnam Era, and Other Eligible Veterans (Applicable unless exempted by rules, regulations)

or orders of the Secretary of Labor)

52.222-39 **Notification of Employee Rights Concerning Payment of Union Dues or Fees** (Applicable unless exempted by rules, Regulations or orders of the Secretary of Labor) **Dec 2004**

52.222-54 **Employment Eligibility Verification** **Jan 2009**

FOR SUBCONTRACTS THAT EXCEED \$5,000,000 THE FOLLOWING CLAUSES ALSO APPLY:

52.203-13 **Contractor Code of Business Ethics and Conduct** **Dec 2008**
(Applicable to subcontracts or purchase orders where the period of performance is more than 120 days; disclosures under this clause shall be made directly to the Government entities identified in the clause)

52.219-9 **Small Business Subcontracting Plan** **Apr 2008**
(Subcontractor must flow down this provision to its subcontractors. Small business concerns are exempt from this requirement.)

APPLICABLE DFAR PROVISIONS:

252.209-7001 **Prohibition on Persons Convicted of Fraud or other Defense Contract Related Felonies** **Dec 2008**

252.204-7000 **Disclosure of Information** **Dec 1991**

252.225-7013 **Duty-free Entry** **Oct 2006**

252.226-7001 **Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns** **Sep 2004**

252.247-7023 **Transportation of Supplies by Sea** **May 2002**

252.247-7024 **Notification of Transportation of Supplies by Sea** (Applicable to subcontracts where a negative response To the inquiry at 252.247-7022.) **Mar 2000**

END OF DOCUMENT