

**Attachment A**

**SPECTRUM CONTROL, INC. - TERMS AND CONDITIONS FOR US GOVERNMENT FLOW DOWN PROVISIONS**

<u>Notes</u>	<u>FAR Clause</u>	<u>Title</u>	<u>Applicability</u>
	52.203-6	Restriction on Subcontractor Sale to the Government	If over \$100,000
	52.203-7	Anti-Kickback Procedures	If over \$100,000
	52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	If over \$100,000
	52.203-12	Limitation on Payments to Influence Federal Transactions	If over \$100,000
	52.204-2	Security Requirements	If access to classified information is required
	52.211-15	Defense Priority and Allocation Requirements	If a rated Order
	52.214-26	Audit and Records - Sealed Bidding	If over \$700,000
	52.214-28	Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding	If over \$700,000
(1)	52.215-2	Audit and Records - Negotiation	As set forth in clause
(2)	52.215-10	Price Reduction for Defective Cost or Pricing Data	As set forth in clause
(3)	52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	As set forth in clause
	52.215-12	Subcontractor Cost or Pricing Data	If above \$700,000
	52.215-13	Subcontractor Cost or Pricing Data - Modifications	If above \$700,000
	52.215-14	Integrity of Unit Prices	As set forth in clause
	52.215-15	Termination of Defined Benefit Pension Plans	If over \$700,000
	52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB)	If over \$700,000
	52.215-19	Notification of Ownership Changes	If over \$700,000
	52.222-4	Contract Work Hours and Safety Standards Act-Overtime Compensation	If over \$100,000
	52.222-26	Equal Opportunity	If over \$10,000
	52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	If over \$10,000
	52.222-36	Affirmative Action for Handicapped Workers	If over \$2,500
	52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era	If over \$10,000
	52.223-2	Clean Air and Water	If over \$100,000
	52.225-11	Restriction on Certain Foreign Purchases	As set forth in clause
	52.225.10	Duty Free Entry	
	52.227-1	Authorization and Consent	
	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	If over \$100,000
	52.227-11	Patent Rights-Short Form	
	52.227-12	Patent Rights-Long Form	
	52.227-13	Patent Rights-Acquisition by the Government	
	52.230-2	Cost Accounting Standards	As set forth in clause
	52.230-3	Disclosure and Consistency of Cost Accounting Standards	As set forth in clause
	52.230-6	Administration of Cost Accounting Standards	As set forth in clause
	52.243-1	Changes - Fixed Price	
(4)	52.245-2	Government Property (Fixed-Price Contracts)	
	52.245-17	Special Tooling	As set forth in clause
	52.245-18	Special Test Equipment	As set forth in clause
	52.246-23	Limitation of Liability	
	52.246-24	Limitation of Liability-High Value	As set forth in clause
	52.247-63	Preference for U.S. Flag Air Carriers	
	52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels	
(5)	52.249-2	Termination for Convenience of the Government (Fixed Price)	
(6)	52.249-8	Default	

	252.203-7001	Special Prohibition on Employment	First tier subcontracts
	252.211-7000	Acquisition Streamlining	
	252.225-7009	Duty-Free Entry-Qualifying Country End Products and Supplies	
	252.225-7014	Preference for Domestic Specialty Metals, Alternate I	
	252.225-7026	Reporting of Contract Performance Outside Of the United States	
(7)	252.227-7013	Rights in Technical Data – Noncommercial Items	
(7)	252.227-7015	Technical Data - Commercial Items	
	252.227-7016	Rights in Bid or Proposal Information	
	252.235-7003	Frequency Authorization	
	252.247-7023	Transportation of Supplies by Sea	

**NOTES**

- (1) The words "Contracting Officer or Representatives of the Contracting Officer" shall mean only bona fide employees of the U.S. Government and expressly excludes Buyer or Buyer's non-government representatives.
- (2) In Subparagraph (a) item (3), delete the word "accordingly" and substitute the words, "...by an amount not to exceed the amount of the defect at Seller's price level".
- (3) In Subparagraph (b) item (3), delete the word "accordingly" and substitute the words, "...by an amount not to exceed the amount of the defect at Seller's price level".
- (4) A separate maintenance agreement shall be entered into between Buyer and Seller for other than routine maintenance requirements.
- (5) Buyer shall terminate the Order only in the event Buyer's Order is terminated by its Buyer. The words "Contracting Officer" shall not mean "Buyer".
- (6) In paragraph (b) after the word "services" add the following:  

“Reprocurement costs shall be applicable only to that portion of the Order terminated in whole or part for default. Said costs will not exceed 3% of the original sales value of that portion terminated for default and will be remitted upon proper justification of the aforementioned costs by the Buyer to Seller. This clause sets forth the Buyer's sole and exclusive remedy and Seller's sole liability in the event the Order with Seller is terminated for default.”
- (7) Except as otherwise expressly agreed to in writing by Seller, all data pertaining to manufacturing inspections and/or testing, methods, processes or techniques and/or computer software or other data developed by Seller, which is deemed proprietary and utilized under the Order, shall remain the sole property of Seller and Buyer further waives any claim to such data or intellectual property.