

CORNING INCORPORATED
TERMS AND CONDITIONS OF PURCHASE

These terms and conditions of purchase (“Terms”) and the terms and conditions on the face of the accompanying purchase order (“Purchase Order”), which terms are incorporated herein by reference, govern the purchase of articles, materials, services or equipment covered by the Purchase Order (the “Product”) by Corning Incorporated or the affiliate of Corning Incorporated issuing the Purchase Order (“Buyer”) from the supplier to whom the Purchase Order is issued (“Seller”). These Terms and the Purchase Order comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, and communications. Notwithstanding anything herein to the contrary, if a written agreement signed by both parties is in existence covering the sale of Product covered hereby, the terms of the written agreement shall govern and control to the extent of any conflict with these Terms. The Purchase Order shall become a binding contract including these Terms upon either issuance of an order acknowledgment hereof by Seller or substantial performance hereunder by Seller (the “Agreement”). No contrary or additional terms or conditions of sale proposed by Seller will be accepted by Buyer and any such proposed contrary or additional terms are to be construed as proposals for addition to this Agreement which are hereby rejected unless otherwise indicated in a written instrument executed by an authorized officer of Buyer making specific reference to this Purchase Order and the specific contrary or additional term proposed by Seller. Seller’s performance pursuant to this order shall be deemed unqualified acceptance of these Terms.

1. **Price.** The price for the Product sold hereunder shall not be higher than that appearing on the face of this Agreement or if no price appears thereon, then not higher than the last price quoted by Seller. Seller covenants that if it should at any time prior to the delivery of the Products covered hereby sell like articles, materials, services or equipment in similar quantities to any third party at lower prices, it will notify Buyer in writing of such lower prices and Buyer will receive the full benefit of such lower prices from the date of such sale to any third party. Seller agrees not to charge or seek any collection costs, including collection agency fees, attorney’s fees and court costs if this account is placed in collection.
2. **Invoicing.** Buyer is under no obligation to pay invoices received more than one year from the date of delivery of Product. In the event Buyer submits payment(s) to an unrelated third party as a result of a security breach, security vulnerability or other similar compromise of Seller’s systems, processes, controls, accounts or supplier information, Buyer shall be deemed to have met its obligation to make such payment(s) under this Agreement.
3. **Warranty.** All Products sold and delivered to Buyer hereunder shall be in full conformity with Buyer’s specifications set forth or referred to on the face hereof or if none are set forth or referred to, shall be in conformity with Seller’s published specifications and samples provided to Buyer. All Products sold and delivered to Buyer will be new, fit and sufficient for the use intended by Buyer, and will be merchantable and of good quality and workmanship and free from defects. The foregoing warranty shall survive any acceptance of the Products by Buyer and shall be in addition to any warranty expressly furnished or represented to Buyer by Seller. Seller will defend, indemnify and hold harmless Buyer and its customers from and against any and all costs (including reasonable attorneys’ fees incurred), expenses, damages, losses, liabilities, penalties, or judgments attributable to any Product delivered hereunder that fails to conform to the warranty set forth herein or which is otherwise implied by applicable law.
4. **Inspection.** All Products delivered hereunder shall be subject to final inspection and acceptance by Buyer at its facility notwithstanding prior payment or inspection at Seller’s facility. Acceptance of any Products shall not alter or affect the warranties of Seller referenced above. Buyer may, at its option, either hold rejected Products for Seller’s instructions and at Seller’s risk, or return them to Seller at Seller’s expense and require their correction, and Seller shall promptly reimburse Buyer for any and all damages sustained by Buyer as a result of failure of Products to conform to the provisions and specifications set forth in this Agreement.
5. **Cancellation.** Buyer shall have the right to terminate this Purchase Order or Agreement in whole or in part for any reason upon notice to Seller. In the event of such a termination, Seller shall immediately cease performance and deliver to Buyer any materials paid for by Buyer under this Article. Buyer’s sole and exclusive liability to Seller shall be Seller’s verifiable and reasonable, actual direct out-of-pocket costs of performance incurred prior to termination in connection with completed and partially completed Product and raw materials therefor in Seller’s possession at the time of termination. Notwithstanding the foregoing, Buyer’s reimbursement of such costs shall be reduced to the extent Seller is able to sell or use any of the Products or raw materials, or otherwise recover such amounts. No allowance shall be made to Seller for any overhead, capital expense or anticipated profit for terminated Purchase Orders and in no event shall Buyer’s liability exceed the price specified herein for Product.
6. **Time and Delivery.** Because Buyer’s business and operations are in part dependent on receipt of the Products that are the subject of this Agreement, timely delivery of the Products is essential to the performance of Seller’s obligations hereunder. Unless otherwise specified on the face of this Agreement, terms of delivery of the Products are F.O.B. destination with freight prepaid. Deliveries shall be made at the times and of the quantities specified on the face of this Agreement, and Seller shall not, without the written consent of Buyer, make shipments in advance of such schedule. Buyer may order expedited routing in place of scheduled routing, if necessary to meet schedule or recover time lost by any delay, in which event any excess transportation costs shall be paid by Seller. Buyer may postpone delivery of any Products covered hereby. Overshipments may be returned by Buyer at Seller’s expense or retained by Buyer at no increase in price. Seller shall not make any commitment or production arrangements in excess of the amounts, or in advance of the time, necessary to meet Buyer’s delivery schedule for Products.

- 7. Excusable Failure or Delay.** Neither Buyer nor Seller shall be held responsible for the failure or delay in delivery or acceptance of Products where such failure or delay is attributable to any act of God or of the public enemy, war, compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of this Agreement, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay in delivery or acceptance and shall exert its best efforts to avoid further delay.
- 8. Intellectual Property Warranty and Indemnity.** Seller warrants that the Products delivered to Buyer hereunder, and the use of the Products for their normal purposes, will be free from any claims of alleged infringement of patent, copyright, trade mark, service mark, trade secret or any other intellectual property right of any other party. If any third party asserts any such claim or allegation against Buyer or its customers, Seller shall defend, indemnify and hold harmless Buyer and its customers from and against any and all costs (including reasonable attorneys' fees incurred), expenses, losses, damages, liabilities, penalties, or judgments relating to such claim or allegation.
- 9. Assignment of Work Product to Buyer.** All work product developed by Seller in connection with its performance under this Agreement, including (but not limited to) computer files, concepts, ideas, designs, discoveries, drawings, inventions, models, plans, programming, schedules, specifications, technical documentation, software, or source code ("Work Product") are Buyer's property as of the time of creation and all right, title and interest, including (without limitation) copyright interest, shall belong exclusively to Buyer. Seller is not permitted to retain copies of such Work Product and shall deliver all Work Product to Buyer with the Products ordered hereunder. This Agreement transfers all right, title or interest, including (without limitation) copyright and patent, that Seller may otherwise have in such Work Product to Buyer. Seller will at Buyer's request execute and deliver such documents as in Buyer's opinion may be necessary, proper, appropriate, convenient or expedient to protect, register, enforce or evidence further Buyer's ownership of such Work Product. Seller warrants and represents that any tangible Work Product developed by it pursuant to this Agreement will be either original to Seller, in the public domain, or obtained by Seller with the written consent of the owner thereof to use such other works or intellectual property in or to develop the Work Product. Seller shall defend, indemnify and hold harmless Buyer and its customers from and against any and all costs (including reasonable attorneys' fees incurred), expenses, losses, damages, liabilities, penalties, or judgments relating to any claim or allegation that any Work Product infringes any intellectual property right of any third party.
- 10. Indemnity.** Seller will defend, indemnify and hold harmless Buyer and its affiliates (including their respective officers, directors, employees, shareholders, customers, and each of their respective successors and assigns) from and against any and all costs (including reasonable attorneys' fees incurred), expenses, damages, liabilities, penalties, personal injuries or judgments arising out of or in connection with the Products, their use or Seller's actions or omissions. Buyer has no obligation to defend, indemnify, or hold harmless Seller or its officers, directors, employees, and affiliates for any acts related to this Agreement.
- 11. Remedies.** Buyer may seek all remedies at law including injunctive relief, direct and indirect damage, lost profits, special, incidental, consequential and punitive damages. Buyer expressly rejects any limitation on available remedies.
- 12. Confidentiality.** All data and other information obtained by Seller from Buyer in connection with this Agreement, and any Work Product to be delivered to Buyer hereunder, shall be held in strict confidence by Seller and used solely for the purposes originally intended in connection with this Agreement. Seller shall treat such data, information and Work Product with the same degree of confidence that it uses to protect its own proprietary or confidential information (but not less than a reasonable standard of care) and shall ensure that each of its employees to whom such data, information or Work Product is known is bound to maintain the confidentiality of such data, information or Work Product by separate agreement with Seller or by operation of law.
- 13. Promotion Limitation/Disclosure.** Seller shall not use Buyer's name, trademarks, logos, or other identifying marks in any promotional material, including without limitation, customer lists, advertisements, or press release without advance written authorization from Buyer.
- 14. Conflict Minerals.** Seller shall disclose any "Conflict Minerals" included in the products, components, or materials supplied, manufactured or contracted to be manufactured by Seller for Buyer under this Agreement. The term "Conflict Minerals" shall have the meaning ascribed to it under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, meaning columbite-tantalite, also known as coltan (tantalum), cassiterite (tin), wolframite (tungsten), gold or their derivatives. Such information will be disclosed to Buyer using the Conflict Minerals Reporting Template developed by the Responsible Business Alliance. The information will be submitted prior to the time of delivery of materials, components, or products to Buyer. Seller shall obtain Buyer's prior written consent before providing any materials, components, or products to Buyer that include Conflict Minerals that originated from the Democratic Republic of Congo ("DRC") or the nine adjoining conflict countries; Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia. Seller shall maintain effective accounting procedures, internal controls and audit procedures necessary to verify that any Conflict Minerals included in materials, components, or products provided to Buyer did not originate from the DRC or the nine adjoining countries, and to verify compliance with this Article. Buyer shall be permitted to audit such records as reasonably necessary to confirm Seller's compliance with this Article. Seller shall indemnify and hold Buyer harmless for all fines, penalties, expenses or other losses sustained by Buyer as a result of Seller's breach of this Article.

- 15. Compliance with Laws and Buyer's Zero Harassment Tolerance Policy.** In performing its obligations hereunder, Seller shall comply with all applicable local, state, and federal laws, codes, and regulations, including but not limited to laws and regulations related to health, safety, the environment, working conditions, and wages. Without limiting the generality of the foregoing, Seller represents and warrants that it shall furnish only goods or materials that comply with the Occupational Safety and Health Act, the Fair Labor Standards Act, and all other applicable federal, state, municipal, or local laws, rules, regulations, orders, decisions or permits of any relevant jurisdiction relating to employment (including, to the extent applicable, 41 CFR Chapter 60). Buyer has a zero tolerance policy prohibiting harassment of any kind at its locations. Seller also agrees to make such reports to Buyer as may be required, including certification of affirmative action. Any violation by Seller, its agents, employees, representatives or subcontractors of any of the foregoing shall be deemed a breach of Seller's obligations hereunder and Buyer may terminate this Agreement (without penalty and without any payment otherwise payable to Seller pursuant to paragraph 5) at any time thereafter. Seller shall correct any such violation at its sole expense, and defend, indemnify, and hold Buyer and each Buyer affiliate harmless from any claims, costs (including reasonable attorneys' fees incurred), fines, penalties, expenses, liabilities, or losses on account of any such violation.
- 16. Insurance.** During the term of this Agreement and for a period of at least one year after completion of Seller's obligations pursuant hereunder, Seller will maintain the following levels of insurance coverage with a reputable and financially sound insurance carrier: (a) Workers' Compensation insurance as required by applicable law; (b) Employer's Liability insurance with limits not less than US \$1 million; (c) Commercial General Liability, including Products and Completed Operations and Contractual Liability, with a minimum combined single limit of US \$2 million per occurrence; and (d) Excess Liability insurance with limits not less than US \$5 million. Upon request, Seller will provide Buyer with an insurance certificate from its insurance carriers for each of the required foregoing insurance coverages, which shall also name Buyer as an additional insured for Commercial General Liability and Excess Liability insurance. Seller shall require each of its subcontractors (regardless of tier), if any, to carry insurance in accordance with all of the above terms set forth in the preceding sentences.
- 17. No Assignment.** Neither this Agreement nor any right or obligation of Seller hereunder may be assigned or delegated by Seller, by contract, merger, operation of law, or otherwise, to any other party without the prior consent of Buyer, which may be granted at Buyer's sole discretion. Seller is not permitted to engage subcontractors in connection with the performance of its obligations to Buyer hereunder without the prior consent of Buyer.
- 18. Independent Contractor.** Nothing in this Agreement is intended to, or does, create any joint venture, partnership, agency or similar relationship between Buyer and Seller, other than a buyer and seller relationship. Seller shall not be, and is not authorized to represent itself as, an agent or representative of Buyer for any purposes.
- 19. Waiver.** Buyer's failure to insist in any one or more instances upon the full performance by Seller of any term, covenant, obligation, or condition imposed on it by this Agreement shall not be construed as a waiver of any right available to Buyer hereunder with respect to such nonperformance or as Buyer's condoning further nonperformance.
- 20. No Change Order.** No change, modification or extension of this Agreement shall be effective against Buyer or Seller unless it is made in a writing making specific reference to this Agreement and is signed by an authorized representative of Buyer and Seller. Written approval must be obtained before Seller proceeds with activity not contemplated under the Agreement. Buyer is not responsible for any payments in excess of those agreed upon in the Agreement or Purchase Order if written approval was not given in advance of production and/or delivery of goods.
- 21. Governing Law.** This Agreement and any dispute, claim, or controversy related to this Agreement shall be governed exclusively by the laws of the State of New York without regard to its conflicts of laws principles that would have a contrary result. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement. Any dispute, claim, or controversy between Buyer and Seller related to this Agreement that cannot be resolved through good faith negotiations shall be finally venued in the New York State Supreme Court situate in Steuben County, New York or the US Federal District Court of the Western District of New York. Buyer and Seller shall pay their own costs including attorney's fees and court costs related to any dispute, claim, or controversy.
- 22. Site Rules.** If Seller performs any services for Buyer on Buyer's premises ("Site"), its employees, and its subcontractors (regardless of tier) shall comply with and observe all directions, rules, and regulations of Buyer relating to conduct while on Buyer's Site. These directions, rules, and regulations ("Rules") include, but are not limited to the following: safety and health, fire prevention, environmental, housekeeping, maintenance and protection of the Site, delivery and storage of materials, ingress and egress to the premises, parking, employee conduct, and public relations. Copies of such Site Rules will be furnished to Seller upon request.
- 23. Supply Chain Security Compliance.** Seller acknowledges that Buyer participates in various supply chain security programs, including but not limited to the U.S. Customs–Trade Partnership Against Terrorism or "C-TPAT" program; the Authorized Economic Operator or "AEO" program; and the Operador Economico Autorizado or "OEA" program, which are administered by various governmental agencies (collective referred to herein as "Supply Chain Security Programs"). Seller agrees to take such reasonable measures as are required by Buyer and/or the Supply Chain Security Programs to ensure physical integrity and security of all shipments to Buyer. Buyer reserves the right to audit Seller's security procedures and facilities for compliance with Buyer's reasonable security requirements and the Supply Chain Security Programs.
- 24. Importer Security Filing.** Seller agrees to provide Buyer or Buyer's agent with timely, accurate, and complete information with respect to all Products purchased or shipped pursuant to this Agreement as required for compliance with all applicable import regulations, including without

limitation the Importer Security Filing (“10+2”) regulation issued by U.S. Customs and Border Protection. Seller agrees to indemnify and hold Buyer harmless from and against all transportation-, detention-, or storage-related charges or fees and any government-assessed fees or penalties that Buyer incurs as a result of Seller’s failure to provide the required information in a timely, accurate or complete manner.

- 25. Export Compliance.** Seller shall not export or re-export any information furnished by Buyer in connection with this Agreement unless it complies fully with all regulations of the United States relating to such export or re-export. All information received from Buyer shall be handled in strict accordance with applicable export control laws and regulations, and Seller agrees to comply, and do all things necessary to cause its subcontractors to comply, with all applicable export control laws and regulations as they relate to activities performed under this Agreement. Seller represents and warrants to Buyer that Seller is not a specially designated national; is not owned 50% or more in the aggregate, directly or indirectly, by a specially designated national; and is not otherwise prohibited by sanctions from doing business with U.S. persons. Seller represents that its employees and subcontractors are aware of and have been adequately trained in the export control regulations and requirements referenced above. In addition to the above, any diversion contrary to U.S. law is prohibited.
- 26. Supplier Code of Conduct.** Buyer’s Supplier Code of Conduct (the “Code”), available at <https://www.corning.com/worldwide/en/sustainability/processes/supply-chain-social-responsibility/supplier-responsibility/supplier-code-ofconduct.html> sets out basic requirements for doing business with Buyer. By entering into this Agreement, Seller acknowledges these requirements and agrees to comply with the Code. Buyer reserves the right to request substantiated information or audit (by itself or a mutually agreed third party) Seller’s procedures, records and facilities as reasonably necessary to confirm Seller’s compliance with this section. Any violation by Seller of the Code may be deemed to be a material breach of this Agreement. Notwithstanding anything to the contrary in this Agreement and without prejudice to any other available remedy, Buyer reserves the right to terminate this Agreement and any other contract or business relationship with Seller in the event of any violation of the Code by Seller.
- 27. U.S. Government Subcontracting.** If this Purchase Order is placed in furtherance of a Government Contract, as described below, the following additional clauses shall also apply:
- (a) **Government Contract:** The work covered by this Agreement relates to a prime contract or subcontract with the United States Government and is within jurisdiction of a Department or Agency of the United States.
 - (b) **Right of Inspection:** On request, Seller will provide assistance to permit the Buyer or United States government representative to inspect the premises where and when the work is being performed and the Seller shall make available without cost adequate facilities for the inspection. Seller agrees that the Comptroller General of the United States, or any of his duly authorized representatives shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of Seller related to this Agreement.
 - (c) **Rights in Data:** If this Agreement is placed under a Government Contract having rights in data clauses of FAR 52.227-14 or DFARS 252.227-7013 those provisions are incorporated herein. Seller assumes the obligations of such FAR or DFARS clauses as they pertain to this Agreement. In addition, contracts or agreements for the performance of experimental, developmental, or research work shall incorporate 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - (d) **Notice of Equal Opportunity and Affirmative Action Employer:** Buyer is an equal employment opportunity employer and is a federal contractor. Therefore, the parties agree that, to the extent applicable, they will comply with the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Vocational Rehabilitation Act of 1973 and agree that these laws are incorporated herein by this reference. This includes the following provisions: Equal Opportunity Clause; Affirmative Action Clause of Disabled Veterans and Veterans of the Vietnam Era; Affirmative Action Clause for Handicapped Workers; and the Certification of Non-segregated Facilities Clause. Seller also agrees to comply with the provisions of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), as applicable, relating to the notice of employee rights under federal labor laws, and seller agrees and certifies, if applicable, that it has developed a written affirmative action compliance program and annually files Standard Form 100 (EEO-1).

This contractor and subcontractor shall abide by the requirements of:

- (i) 41 CFR 60-1.4, prohibiting discrimination on the basis of race, color, religion, sex, national origin, sexual orientation or gender identity, against any employee or applicant for employment, and further requiring affirmative action by covered entities to ensure employees and applicants for employment are treated equally without regard to their race, color, religion, sex, national origin, sexual orientation or gender identity;
 - (ii) 41 CFR 60-300.5(a), prohibiting discrimination against qualified protected veterans and requiring affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans; and
 - (iii) 41 CFR 60-741.5(a) prohibiting discrimination against qualified individuals on the basis of disability and requiring affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- (e) **Anti-Lobbying:** Seller agrees to comply with 31 U.S.C. 1352, to include, if applying or bidding for an award exceeding \$100,000, completing the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to Buyer.
- (f) **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (g) **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):** Where applicable, all contracts in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (h) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended:** Contracts and subawards of amounts in excess of \$100,000 require compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the responsible DoD Component and the Regional Office of the Environmental Protection Agency (EPA).
- (i) **The following provision is incorporated herein and replaces Clause 5 "Cancellation":**
- Termination:** (a) Buyer may terminate this Agreement, in whole or in part, in accordance with the provisions of the "Default" clause set forth in FAR 52.249-8 if Seller fails to comply with any of the provisions hereof, or if Seller becomes the subject of a proceeding under state or federal law for relief of debtors or makes an assignment for the benefit of creditors. (b) Without affecting its right to terminate this Agreement under paragraph (a) hereof, Buyer may, for its convenience, terminate this Agreement in whole or in part, in accordance with the provisions of the "Termination" clause set forth in FAR 52.249-2 or 52.249-6, as appropriate. (c) The FAR clauses referred to in paragraphs (a) and (b) are hereby incorporated herein by reference as in effect on the date hereof, with the following changes: the words "Government" and "Contracting Officer" shall mean Buyer, the word "Contract" shall mean this Agreement and the word "Contractor" shall mean Seller.
- (j) **Priorities and Allocations:** If this is a rated order issued under the Defense Priorities and Allocations Systems Regulation (15 C.F.R. 700), Seller is required to follow all the provisions of that regulation in filling this order and in obtaining items needed to fill this order.
- (k) **Stop Work Order:** The provisions of the clauses contained in FAR 52.242-15 in effect on the date hereof are hereby incorporated herein by reference with the following changes: the words "Contracting Officer" and "Government" shall mean Buyer; the word "Contractor" shall mean Seller; the words "ninety (90) days" are hereby changed to one hundred (100) days; the words "thirty (30)

days” are hereby changed to twenty (20) days whenever they appear; and the reference to the “Termination for Convenience” clause shall be deemed to refer to paragraph (b) of the clause hereof entitled “Termination.”

- (I) **Government Procurement Regulations:** The following clauses set forth in the Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), and Department of Energy Acquisition Regulation (DEAR), unless otherwise noted, are incorporated herein by reference. FAR clauses apply to all Purchase Orders for ultimate use by the U.S. government, DFARS clauses apply to Purchase Orders for ultimate use by the U.S. Department of Defense, and DEAR clauses apply to all Purchase Orders for ultimate use by the Department of Energy. This Purchase Order incorporates the version of the clauses in effect on the date hereof, as well as periodic updates to this list of applicable government procurement regulations, which are available at: https://www.corning.com/media/worldwide/global/documents/Corning_Incorporated_PO_Terms_and_Conditions.pdf.

Where necessary to make the context applicable hereto, the term “Contractor” shall mean Seller, the term “Contract” shall mean this Agreement, and the terms “Government”, “Contracting Officer” and equivalent phrases shall mean Buyer. However, as an exception to the foregoing, the terms “Government” and “Contracting Officer” do not change in the following circumstances:

- (iv) in the phrases “Government Property”, “Government-Furnished Property”, and “Government-Owned Property”;
- (v) in the Patent Rights clauses incorporated herein, if any;
- (vi) when a right, act, authorization or obligation can be granted or performed only by the Government or a Contracting Officer or his/her duly-authorized representative;
- (vii) when title to property is to be transferred directly to the Government;
- (viii) when access to proprietary financial information or other proprietary data is required, except as otherwise provided in this Agreement; and
- (ix) where specifically modified in this Agreement.

Clauses made inapplicable by the type of order or contract, or based on a determination of commerciality, are self-deleting.

Federal Acquisition Regulation (FAR) Clauses Ref. 48 C.F.R. §52		
52.202-1	June 2020	Definitions
52.203-6	June 2020	Restrictions on Subcontractor Sales to the Government (Applicable to Purchase Orders that exceed the simplified acquisition threshold)
52.203-7	June 2020	Anti-Kickback Procedures (Applicable to Purchase Orders more than \$150,000)
52.203-12	June 2020	Limitation on Payments to Influence Certain Federal Transactions (Applicable to Purchase Orders more than \$150,000)
52.203-13	Nov 2021	Contractor Code of Business Ethics and Conduct (Applicable to Purchase Orders that (i) have a value more than \$6,000,000; and (ii) have a performance period of more than 120 days)
52.203-14	Nov 2021	Display of Hotline Poster(s) (Applicable to Purchase Orders that exceed the threshold in FAR 3.1004(b)(1), except when the Purchase Order— (1) Is for the acquisition of a commercial item; or (2) Is performed entirely outside the United States)
52.203-16	June 2020	Preventing Personal Conflicts of Interest (Applicable to Purchase Orders the exceed the simplified acquisition threshold and in which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions)
52.203-17	Nov 2023	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Applicable to Purchase Orders that exceed the simplified acquisition threshold)
52.203-19	Jan 2017	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Applicable to all Purchase Orders)
52.204-2	Mar 2021	Security Requirements (Applicable to Purchase Orders that involve access to classified information)
52.204-9	Jan 2011	Personal Identity Verification of Contractor Personnel (Applicable to Purchase Orders when the subcontractor’s employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system)
52.204-21	Nov 2021	Basic Safeguarding of Covered Contractor Information Systems (Applicable to Purchase Orders (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.)
52.204-23	Dec 2023	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Applicable to all Purchase Orders)
52.204-25	Nov 2021	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Applicable to all Purchase Orders)
52.204-27	June 2023	Prohibition on a ByteDance Covered Application (Applicable to all Purchase Orders)
52.209-6	Jan 2025	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Unless this Purchase Order is for the acquisition of commercial items, this clause applies to Purchase Orders that (i) exceed \$35,000 in value and (ii) are not a subcontract for commercially available off-the-shelf items)

Federal Acquisition Regulation (FAR) Clauses Ref. 48 C.F.R. §52		
52.211-15	Apr 2008	Defense Priority and Allocation Requirement (Applicable to Purchase Orders that are rated orders. If applicable, the face of the Purchase Order will have rated order language and rating included.)
52.212-5	Jan 2025	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Applicable to all Purchase Orders. Alternate I is applicable if included in Buyer's subcontract)
52.214-26	June 2020	Audit and Records-Sealed Bidding (Applicable to all Purchase Orders expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1))
52.214-28	June 2020	Subcontractor Certified Cost or Pricing Data-Modifications-Sealed Bidding (Applicable to Purchase Orders exceeds the threshold for submission of certified cost or pricing data in FAR 15.403(a)(1))
52.215-2	June 2020	Audit and Records-Negotiation (Applicable to Purchase Orders that exceed the simplified acquisition threshold and— (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these; (2) For which certified cost or pricing data are required; or (3) That require the subcontractor to furnish reports as discussed in 52.215-2(e))
52.215-12	June 2020	Subcontractor Certified Cost or Pricing Data (Applicable to Purchase Orders that require submission of certified cost or pricing data. If the Purchase Order exceeds the threshold in FAR 15.403-4(a)(1) but the Purchase Order requires submission of certified cost or pricing data only for modifications, use FAR 52.215-13 Subcontractor Certified Cost or Pricing Data-Modifications, instead of FAR 52.215-12)
52.215-13	June 2020	Subcontractor Certified Cost or Pricing Data-Modifications (Applicable to Purchase Orders that exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1) if certified cost or pricing data are not required for the original Purchase Order, but may be required for modifications)
52.215-14	Nov 2021	Integrity of Unit Prices (The substance of this clause, less paragraph (b), is applicable to all Purchase Orders or other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.)
52.215-15	Oct 2010	Pension Adjustments and Asset Reversions (Applicable to Purchase Orders that meet the applicability requirement of FAR 15.408(g))
52.215-18	July 2005	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Applicable to Purchase Orders that meet the applicability requirements of FAR 15.408(j))
52.215-19	Oct 1997	Notification of Ownership Changes (Applicable to Purchase Orders that meet the applicability requirement of FAR 15.408(k))
52.215-23	June 2020	Limitations on Pass-Through Charges (Applicable to Purchase Orders in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold)
52.222-4	May 2018	Contract Work Hours and Safety Standards -Overtime Compensation (Applicable to Purchase Orders that may require or involve the employment of laborers and mechanics)
52.222-21	Apr 2015	Prohibition of Segregated Facilities (Applicable to Purchase Orders that are subject to the Equal Opportunity clause of this Agreement)
52.222-26	Sep 2016	Equal Opportunity (Applicable to all Purchase Orders unless exempt. Alternate I is applicable if included in Buyer's subcontract)
52.222-35	June 2020	Equal Opportunity for Veterans (Applicable to Purchase Orders \$150,000 or more unless exempt. Alternate I is applicable if included in Buyer's subcontract)
52.222-36	June 2020	Equal Opportunity for Workers with Disabilities (Applicable to Purchase Orders more than \$15,000 unless exempt. Alternate I is applicable if included in Buyer's subcontract)
52.222-37	June 2020	Employment Reports on Veterans (Applicable to Purchase Orders more than \$150,000 unless exempt)
52.222-40	Dec 2010	Notification of Employee Rights Under the National Labor Relations Act, 29 CFR part 471, appendix A to subpart A (Applicable to Purchase Orders that (i) are more than \$10,000; and (ii) will be performed wholly or partially in the United States, unless exempt)
52.222-41	Aug 2018	Service Contract Labor Standards (Applicable to Purchase Orders subject to the Service Contracts Labor Standards statute)
52.222-50	Nov 2021	Combating Trafficking in Persons (Applicable to all Purchase Orders. Alternate I is applicable if included in Buyer's subcontract)
52.222-51	May 2014	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Applicable to Purchase Orders for exempt services under this Agreement)
52.222-53	May 2014	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services Requirements (Applicable to Purchase Orders for exempt services under this Agreement)
52.222-54	Jan 2025	Employment Eligibility Verification (Applicable to Purchase Orders that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) construction; (2) have a value of more than \$3,500; and (3) include work performed in the United States)
52.222-55	Jan 2022	Minimum Wages Under Executive Order 13658 (Applicable to all Purchase Orders that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.)

Federal Acquisition Regulation (FAR) Clauses Ref. 48 C.F.R. §52		
52.222-62	Jan 2022	Paid Sick Leave Under Executive Order 13706 (Applicable to all Purchase Orders, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.)
52.224-3	Jan 2017	Privacy Training (Applicable to Purchase Orders when subcontractor employees will - (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records; or Alt I if specified by the agency)
52.225-8	Oct 2010	Duty-Free Entry (Applicable to Purchase Orders if (1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or (2) Other foreign supplies in excess of \$15,000 may be imported into the customs territory of the United States)
52.225-13	Feb 2021	Restrictions on Certain Foreign Purchases (Applicable to all Purchase Orders)
52.226-8	May 2024	Encouraging Contractor Policies to Ban Text Messaging While Driving (Applicable to Purchase Orders that exceed the micro-purchase threshold)
52.227-1	June 2020	Authorization and Consent (Applicable to Purchase Orders that are expected to exceed the simplified acquisition threshold)
52.227-2	June 2020	Notice and Assistance Regarding Patent and Copyright Infringement (Applicable to Purchase Orders that are expected to exceed the simplified acquisition threshold)
52.227-11	May 2014	Patent Rights – Ownership by the Contractor (Applicable to Purchase Orders that are for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization)
52.227-13	Dec 2007	Patent Rights – Ownership by the Government (Applicable to Purchase Orders in absence of 52.227-11 and if included in Buyer's Prime Contract)
52.227-14	May 2014	Rights in Data-General (Applicable to all Purchase Orders)
52.232-40	Mar 2023	Providing Accelerated Payments to Small Business Subcontractors (Applicable to all Purchase Orders)
52.234-1	Sept 2016	Industrial Resources Developed Under Title III, Defense Production Act (Applicable to all Purchase Orders issued in performance of this contract)
52.236-13	Nov 1991	Accident Prevention (Applicable to all Purchase Orders)
52.244-6	Jan 2025	Subcontracts for Commercial Items (Applicable to all Purchase Orders other than those for commercial products or commercial services)
52.246-26	Aug 2024	Reporting Nonconforming Items (Applicable to Purchase Orders for (i) items subject to higher level quality standards in accordance with FAR 52.246-11, (ii) items that are determined critical items, (iii) electronic parts or end items, components, parts, or materials containing electronic parts if the order exceeds the simplified acquisition threshold, or (iv) for the acquisition of services, if the subcontract will furnish, as part of the service, any items that meet the criteria specified in paragraphs (g) (1)(i) through (g)(1)(iii) of the clause)
52.247-63	Jan 2025	Preference for U.S.-Flag Air Carriers (Applicable to Purchase Orders that may involve international air transportation)
52.247-64	Nov 2021	Preference for Privately Owned U.S.-Flag Commercial Vessels (Applicable to Purchase Orders that may involve ocean transportation of supplies subject to the Cargo Preference Act of 1954, except those described in paragraph (e)(4) of this Clause); additionally, the Cargo Preference Act Requirement at 46 CFR 381.7 (a) – (b) shall apply to all agreements under a Federal-aid project.
52.248-1	June 2020	Value Engineering (Applicable to Purchase Orders that exceed the simplified acquisition threshold)

Defense Federal Acquisition Regulation Supplement (DFARS) Ref. 48 C.F.R. §252		
252.203-7001	Jan 2023	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies (Applicable to all Purchase Orders exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial products and commercial services)
252.203-7002	Dec 2022	Requirement to Inform Employees of Whistleblower Rights (Applicable to all Purchase Orders)
252.203-7004	Jan 2023	Display of Hotline Posters (Applicable to Purchase Orders that exceed the threshold in DFARS 203.1004(b)(2)(ii), except for Purchase Orders for commercial items)
252.204-7000	Oct 2016	Disclosure of Information (Applicable to all Purchase Orders)
252.204-7004	Jan 2023	Antiterrorism Awareness Training for Contractors (Applicable to Purchase Orders, including subcontracts for commercial products and commercial services, when performance requires routine physical access to Federally-controlled facility or military installation)
252.204-7009	Jan 2023	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Applicable to Purchase Orders including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting)
252.204-7012	May 2024	Safeguarding Covered Defense Information and Cyber Incident Reporting (Applicable to all Purchase Orders including those for commercial products and commercial services, except those solely for the acquisition of COTS items)

Defense Federal Acquisition Regulation Supplement (DFARS) Ref. 48 C.F.R. §252		
252.204-7015	Jan 2023	Notice of Authorized Disclosure of Information to Litigation Support (Applicable to all Purchase Orders, including those for the acquisition of commercial products and commercial services)
252.204-7018	Jan 2023	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (Applicable to all Purchase Orders)
252.204-7020	Nov 2023	NIST SP 800-171 DoD Assessment Requirements (Applicable to Purchase Orders for the acquisition of commercial items, except for those that are solely for the acquisition for COTS items)
252.204-7021	Jan 2023	Cybersecurity Maturity Model Certification Requirements (Applicable to all Purchase Orders with a CMMC requirement imposed by OUSD (A&S))
252.208-7000	Dec 1991	Intent to Furnish Precious Metals as Government-Furnished Material (Applicable to Purchase Orders issued in performance of this contract)
252.211-7003	Jan 2023	Item Unique Identification and Valuation (Applicable to Purchase Orders for supplies, and for services involving the furnishing of supplies, unless the conditions in FAR 211.247-2(b) apply)
252.215-7010	May 2024	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Applicable to all Purchase Orders exceeding the simplified acquisition threshold)
252.219-7004	Dec 2022	Small Business Subcontracting Plan (Test Program) (Applicable to Purchase Orders that participate in the Test Program in DFARS 219.702-70, if Purchase Order is expected to exceed the threshold in FAR 19.702(a) and to have further subcontracting opportunities)
252.222-7000	Mar 2000	Restrictions on Employment of Personnel (Applicable to all Purchase Orders)
252.223-7006	Sep 2014	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials (Applicable to all Purchase Orders that require, may require, or permit a subcontractor access to a DoD installation)
252.223-7008	Jan 2023	Prohibition of Hexavalent Chromium (Applicable to Purchase Orders for supplies, maintenance and repair services, or construction materials)
252.225-7007	Dec 2018	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies (Applicable to Purchase Orders involving the delivery of items covered by the United States Munitions List or the 600 series of the Commerce Control List.)
252.225-7009	Jan 2023	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Applicable to Purchase Orders that exceed the simplified acquisition threshold and require delivery of any items or components that contain specialty metal in FAR 225.7003-5(2)(ii))
252.225-7013	Dec 2022	Duty-Free Entry (Applicable to Purchase Orders, except those for the acquisition of supplies that will not enter the customs territory of the United States)
252.225-7047	June 2013	Exports by Approved Community Members in Performance of the Contract (Applicable to all Purchase Orders that may require exports or transfers of qualifying defense articles in connection with deliveries under the contract)
252.225-7048	June 2013	Export-Controlled Items (Applicable to all Purchase Orders)
252.225-7052	May 2024	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (Applicable to Purchase Orders that are for items containing a covered material unless an exception in paragraph (c) of this clause applies)
252.225-7056	Jan 2023	Prohibition Regarding Business Operations with the Maduro Regime (Applicable to all Purchase Orders, including those for the acquisition of commercial products)
252.225-7058	Jan 2023	Post-award Disclosure of Employment of Individuals Who Work in the People's Republic of China (Applicable to all Purchase Orders that meet the definition of a covered contract)
252.225-7060	June 2023	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region (Applicable to Purchase Orders for commercial products, commercial services, and commercially available off-the-shelf items.
252.226-7001	Jan 2023	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Applicable to Purchase Orders exceeding \$500,000)
252.227-7013	Jan 2025	Rights in Technical Data—Noncommercial Items (Applicable to Purchase Orders whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract)
252.227-7015	Jan 2025	Technical Data - Commercial Products and Commercial Services (Applicable to Purchase Orders whenever any technical data related to commercial products or commercial services developed in any part at private expense will be obtained from a subcontractor or supplier for delivery to the Government)
252.227-7016	Jan 2023	Rights in Bid or Proposal Information (Applicable to all Purchase Orders)
252.227-7018	Jan 2025	Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program (Applicable to Purchase Orders for technical data or computer software to be delivered to the Government)
252.227-7019	Jan 2025	Validation of Asserted Restrictions—Computer Software (Applicable to Purchase Orders who will be furnishing computer software to the Government in the performance on this contract)
252.227-7033	Apr 1966	Rights in Shop Drawings (Applicable to all Purchase Orders)

Defense Federal Acquisition Regulation Supplement (DFARS) Ref. 48 C.F.R. §252		
252.227-7037	Jan 2025	Validation of Restrictive Markings on Technical Data (Applicable to Purchase Orders at any tier requiring delivery of technical data including those for commercial products or commercial services)
252.227-7038	June 2012	Patent Rights—Ownership by the Contractor (Large Business) (Applicable to Purchase Orders for experimental, developmental, or research work other than Purchase Orders to be performed by a small business concern or nonprofit organization, unless a different patent rights clause is required by FAR 27.303)
252.228-7001	June 2010	Ground and Flight Risk (Applicable to all Purchase Orders)
252.228-7005	Nov 2019	Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
252.229-7004	June 1997	Status of Contractor as a Direct Contractor (Spain) (Applicable to all Purchase Orders)
252.229-7011	Sep 2005	Reporting of Foreign Taxes - U.S. Assistance Programs (Applicable to Purchase Orders that exceed \$500)
252.244-7000	Jan 2023	Subcontracts for Commercial Items (Applicable to Purchase Orders for the acquisition of commercial items)
252.246-7003	Jan 2023	Notification of Potential Safety Issues (Applicable to Purchase Orders for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system)
252.246-7007	Jan 2023	Contractor Counterfeit Electronic Part Detection and Avoidance System (Applicable to Purchase Orders including subcontracts for commercial products, for electronic parts or assemblies containing electronic parts)
252.246-7008	Jan 2023	Sources of Electronic Parts (Applicable to Purchase Orders including subcontracts for commercial products, that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer)
252.247-7003	Jan 2023	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Applicable to all Purchase Orders)
252.247-7023	Oct 2024	Transportation of Supplies by Sea (Applicable to Purchase Orders, except those for direct purchase of ocean transportation services)
252.249-7002	Dec 2022	Notification of Anticipated Contract Termination or Reduction (Applicable to all Purchase Orders under a major defense program)

Department of Energy Acquisition Regulations, 48 C.F.R. §952, §970		
952.203-70	Dec 2000	Whistleblower Protection for Contractor Employees (Applicable to Purchase Orders that involve work to be done on behalf of DOE directly related to activities at DOE-owned or leased sites)
952.204-71	Mar 2011	Sensitive Foreign Nations Controls (Applicable to Purchase Orders in unclassified research contracts which may involve making unclassified information about nuclear technology available to certain sensitive foreign nationals)
952.204-77	Aug 2006	Computer Security (Applicable to Purchase Orders that may have access to computers owned, leased or operated on behalf of the Department of Energy)
952.208-70	Apr 1984	Printing (Applicable to all Purchase Orders)
952.225-71	Nov 2015	Compliance With Export Control Laws and Regulations (Applicable to all Purchase Orders)
952.250-70	Aug 2016	Nuclear Hazards Indemnity Agreement (Applicable to Purchase Orders with architect-engineer contractors for the design of a DOE facility, the construction or operation of which may involve the risk of public liability for a nuclear incident or a precautionary evacuation)
970.5204-2	Dec 2000	Laws, Regulations, and DOE Directives (Applicable to Purchase Orders in management and operating contracts)
970.5223-4	Dec 2010	Workplace Substance Abuse Programs at DOE Sites (Applicable to Purchase Orders for the management and operation of DOE-owned or controlled sites operated under the authority of the Atomic Energy Act of 1954)
970.5223-7	Oct 2010	Sustainable Acquisition Program (Applicable to Purchase Orders)
970.5225-1	Nov 2015	Compliance With Export Control Laws and Regulations (Applicable to all Purchase Orders)
970.5227-5	Dec 2000	Notice and Assistance Regarding Patent and Copyright Infringement (Applicable to all Purchase Orders)
970.5227-8	Aug 2002	Refund of Royalties (Applicable to all Purchase Orders)

Cost Accounting Standards (Applicable when stated in the Order)		
52.230-2	June 2020	Cost Accounting Standards (Applicable to all Purchase Orders over \$2M unless exempt from CAS or eligible for modified CAS under 48 C.F.R. §§ 9903.201-1, -2)
52.230-3	June 2020	Disclosure and Consistency of Cost Accounting Practices (Applicable to all Purchase Orders over \$2M unless exempt from CAS or eligible for modified CAS under 48 C.F.R. §§ 9903.201-1, -2)
52.230-4	June 2020	Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns (Applicable to all Purchase Orders over \$2M unless exempt from CAS or eligible for modified CAS under 48 C.F.R. §§ 9903.2011, -2)
52.230-5	June 2020	Cost Accounting Standards-Educational Institution (Applicable to all Purchase Orders over \$2M unless exempt from CAS or eligible for modified CAS under 48 C.F.R. §§ 9903.201-1, -2)
52.230-6	June 2010	Administration of Cost Accounting Standards (Applicable to all Purchase Orders over \$2M unless exempt from CAS or eligible for modified CAS under 48 C.F.R. §§ 9903.201-1, -2)