

Corning Optical Communications LLC Terms and Conditions of Purchase

1. **ACCEPTANCE:** This purchase order constitutes an offer by Corning Optical Communications LLC (“Buyer”) to the supplier to whom this purchase order is issued (“Seller”) to purchase the articles, materials, services or equipment covered by this purchase order (the “Product”) exclusively upon the terms and conditions of purchase set forth below (or incorporated herein by reference) and shall become a binding contract including such terms and conditions 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. These terms and conditions incorporate by reference Buyer’s “[Restriction of Substances](#)”. Seller’s performance pursuant to this order shall be deemed unqualified acceptance of the terms and conditions of purchase set forth below, including Buyer’s Restriction of Substances Policy.
2. **PRICE AND PAYMENT:** (a) All sales, use, excise, or similar taxes must be itemized separately. (b) No charge for packing, crating, cartage, returnable containers or similar items or services will be accepted and paid by Buyer unless agreed to in writing prior to shipment and itemized separately. (c) Payment for goods or services purchased by Buyer may be made directly by Corning Incorporated. Any such payment by Corning Incorporated is for purposes of administrative convenience only and shall in no way be construed as a guarantee of Buyer’s obligations or liabilities. Buyer is under no obligation to pay invoices received more than one year from the date of delivery of Product.
3. **DELIVERY:** Time is of the essence. If Seller fails to ship any goods on or before the date promised, Buyer shall have the right to cancel this order, without liability to itself, for any goods not yet shipped.
4. **INSPECTION:** Buyer shall have the right to inspect the goods after they are received at the destination specified in its purchase order. Rejected goods shall be held at Seller’s expense for Seller’s instructions. Payment for the goods shall not constitute acceptance thereof.
5. **WARRANTIES:** For a period of two (2) years after receipt and acceptance of goods by Buyer from Seller, Seller warrants that all such goods shall (a) conform to the specifications, drawings, samples, and/or other descriptions of Seller and those furnished or approved by Buyer, (b) be fit and sufficient for the purpose intended, (c) be merchantable, (d) be of good material and workmanship, and (e) be free from defects. These warranties shall be in addition to any other warranties imposed by law, and to those customarily extended by Seller to its customers. All warranties shall survive inspection, tests, acceptance, and payment; and, shall run to Buyer, its successors, assigns and its customers.
6. **RISK OF LOSS:** The risk of loss of or damage to the goods shall not pass to Buyer until the goods are received by Buyer at the destination specified in the purchase order or herein. Risk of loss of or damage to rejected goods shall pass to Seller at the time of rejection.
7. **CHANGES:** Buyer shall have the right to make changes at any time, by written direction to Seller, in drawings, specifications, designs, quantities, places and times of delivery, and/or methods of packaging. If any such change results in an increase or decrease in the cost of or time necessary for performance, an equitable adjustment of price and/or delivery schedule mutually satisfactory to Buyer and Seller may be made. Seller’s claim for an equitable adjustment will be deemed to have been waived unless asserted by Seller within fifteen (15) days after receipt of Buyer’s change order.
8. **BUYER’S PROPERTY:** Unless otherwise agreed in writing by an authorized representative of Buyer, all drawings, sketches, blueprints, specifications, designs, models, tools, molds, jigs, dies, patterns and other materials furnished or paid for by Buyer in connection with any purchase order shall be and remain the property of Buyer, shall at all times be identified as such and segregated from similar property of others, shall be used only in filling Buyer’s orders and shall be delivered to Buyer or otherwise disposed of in accordance with Buyer’s instructions upon completion, termination, or cancellation of this order or upon Buyer’s demand prior thereto. Seller assumes all risk and liability for loss of or damage to Buyer’s property in Seller’s custody or control, except for normal wear and tear, and shall insure the said property at Seller’s expense for an amount at least equal to the replacement cost thereof, with losses payable to Buyer. Seller shall furnish copies of policies or certificates of such insurance to Buyer upon demand.
9. **COMPLIANCE WITH LAWS:** 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, Supplier 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, Executive Orders 11246 and 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 4) 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.
10. **GENERAL INDEMNITY:** Seller shall indemnify and hold harmless, Buyer, its successors, assigns, agents, customers, and users of its products against all loss, damage or liability including without limitation, costs, expenses, and attorneys’ fees and expenses resulting from any claim arising out of or relating to the goods or services provided by Seller. 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. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY.** Seller warrants that the goods delivered to Buyer hereunder, and the use of the goods 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.

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12. **CONFIDENTIALITY.** All data and other information obtained by Seller from Buyer in connection with this Agreement 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 and information 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 or information is known is bound to maintain the confidentiality of such data or information by separate agreement with Seller or by operation of law.
13. **ASSIGNMENT:** Seller shall not assign any purchase order in whole or in part or any interest herein without Buyer's prior express written consent and any purported assignment made without such consent shall be void.
14. **PUBLICITY:** Seller shall submit to Buyer all advertising, sales promotion and other publicity matter relating to the subject matter of this Agreement wherein Buyer's name or names are mentioned or language or symbols are used from which the connection of Buyer's name or names therewith may be reasonably inferred or implied. Seller shall not publish or use such advertising or other publicity matter without Buyer's prior written approval.
15. **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 wolframite, cassiterite, columbite-tantalite (coltan), gold and their derivative metals: tantalum, tin and tungsten. Such information will be disclosed to Buyer using the Conflict Minerals Reporting Template developed by the Electronic Industry Citizenship Coalition ("EICC"). 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.
16. **TERMINATION AND CANCELLATION:** Buyer shall have the right to terminate this purchase order in whole or in part at any time upon notice to Seller. In the event of such a termination, Buyer's sole and only liability to Seller shall be Seller's reasonable cost of performance incurred prior to termination in connection with completed and partially completed goods, work in progress and raw materials therefor in Seller's possession at the time of termination. In no event, however, shall Buyer's liability exceed the price specified herein for such goods.
17. **RIGHTS AND REMEDIES:** Buyer's rights and remedies set forth herein shall not be exclusive but shall be cumulative and in addition to all other rights and remedies available to Buyer in law or equity. Buyer expressly rejects any limitation on available remedies.
18. **NO WAIVER:** Buyer may only waive a breach of a provision hereof in a writing specifically referencing such intent and no waiver shall constitute or be deemed to be a waiver of any other breach or provision hereof.
19. **HEADINGS:** The paragraph headings contained herein are for reference only and shall not affect in any way the meaning and interpretation of the terms and conditions set forth herein.
20. **CHOICE OF LAW:** The laws of the State of North Carolina, without regard to conflicts of law principles of any jurisdiction, shall govern the validity, interpretation and enforcement of each purchase order. It is expressly agreed to exclude from this purchase order the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto.
21. **DISPUTES:** Any dispute, claim or controversy arising under or related to this purchase order which is not settled by agreement of the parties shall be settled by arbitration in Hickory, North Carolina, pursuant to the Rules of the American Arbitration Association then in effect. Seller expressly agrees and acknowledges that it shall be liable to Buyer for all costs and expenses incurred by Buyer, including attorneys' fees (whether in-house counsel at the rate of \$1,600 per day or retained counsel at its billed cost), if Seller files a legal action in any court arising out of this purchase order or commences arbitration or mediation proceedings in violation of this Section 18.
22. **BUYER APPROVALS AND REVIEWS:** The review or approval by Buyer of any work hereunder or of any designs, drawings, specifications or other documents prepared hereunder shall not (a) relieve Seller of any of its obligations under this purchase order; (b) excuse or constitute a waiver of any defects or non-conformities on any articles furnished under this purchase order; or (c) excuse or constitute a waiver of any defects or non-conformities on any articles furnished under this purchase order or change, modify or otherwise affect any of the provisions of this purchase order, including but not limited to, the prices and delivery schedules contained herein.
23. **HAZARDOUS MATERIALS:** Seller shall notify Buyer of every article ordered hereunder which contains material hazardous or injurious to the health or physical safety of persons even though said hazard or injury may only occur due to mishandling or misuse of the article and ozone layer of the earth. In addition, Seller shall identify such materials and notify Buyer of the effects of such material on human beings and the physical manifestations that could result. For each article so identified, Seller shall supply Buyer warning labels or instructional material appropriate to warn persons coming in contact therewith of the hazard and its effects.
24. **C-TPAT COMPLIANCE.** Seller acknowledges that Buyer participates in the Customs Trade Partnership Against Terrorism or "C-TPAT" program administered by the U.S. Customs and Border Protection ("CBP"). Seller agrees to take such reasonable measures as are required by Buyer and/or CBP to ensure physical integrity and security of all shipments to Buyer. Buyer reserves the right to audit Seller's security procedures and facilities concerning C-TPAT compliance.
25. **IMPORTER SECURITY FILING:** Seller agrees to provide Buyer or Buyer's agent with timely, accurate, and complete information with respect to all goods 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.

26. **SUPPLIER CODE OF CONDUCT.** Buyer's Supplier Code of Conduct (the "Code"), available at <http://www.corning.com/worldwide/en/sustainability/processes/supply-chain-social-responsibility/supplier-responsibility/supplier-code-of-conduct.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. 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. **CERTIFICATION REGARDING RESPONSIBILITY MATTERS.** Seller certifies, to the best of its knowledge and belief, that the Seller and/or any of its Principals (meaning an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity, e.g., general manager; plant manager; head of a division or business segment; and similar positions):
- (a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (b) Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
 - (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (b) of this Article;
 - (d) Have not, within a three-year period preceding this Agreement, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
28. **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 the 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) **Equal Employment Opportunity and Affirmative Action Employer:** Buyer is an equal employment opportunity and affirmative action employer and is a federal contractor. Therefore, the parties agree that, to the extent applicable, they will comply with Executive Order 11246, 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).
 - (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

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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 Article 16 "Termination and 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 clause 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."

(l) **Notice to Buyer of Labor Disputes:** (a) Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, Seller shall immediately give notice thereof, including all relevant information, with respect thereto to Buyer. (b) Seller agrees to insert the substance of this clause, including this paragraph (b), in any subcontract hereunder as to which a labor dispute may delay the timely performance of this Agreement.

(m) **Government Procurement Regulations:** The following clauses set forth in the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) as in effect on the date hereof, where FAR clauses apply to all Purchase Orders under this section and DFARS clauses apply to Purchase Orders for the defense sector under this section, unless otherwise noted, are incorporated herein by reference. 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:

- (a) in the phrases "Government Property", "Government-Furnished Property", and "Government-Owned Property";
- (b) in the Patent Rights clauses incorporated herein, if any;
- (c) 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;
- (d) when title to property is to be transferred directly to the Government;
- (e) when access to proprietary financial information or other proprietary data is required, except as otherwise provided in this Agreement; and
- (f) where specifically modified in this Agreement.

If any of the following FAR or DFARS clauses do not apply to this Agreement, such clauses are considered to be self-deleting.

FAR 52.203-6	Restrictions on Subcontractor Sales to the Government [Sep 2006] (Applicable to Purchase Orders that exceed the simplified acquisition threshold)
FAR 52.203-7	Anti-Kickback Procedures [May 2014] (Applicable to Purchase Orders more than \$150,000)
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions [Oct 2010] (Applicable to Purchase Orders more than \$150,000)
FAR 52.203-13	Contractor Code of Business Ethics and Conduct [Oct 2015] (Applicable to Purchase Orders that (i) have a value more than \$5,500,000; and (ii) have a performance period of more than 120 days)
FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 [Jun 2010] (Applicable to Purchase Orders funded in whole or in part with Recovery Act funds)
FAR 52.203- 19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements [Jan 2017] (Applicable to all Purchase Orders).
FAR 52.204-2	Security Requirements [Aug 1996] (Applicable to Purchase Orders that involve access to classified information)
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems [Jun 2016] (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.)
FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities [Jul 2018] (Applicable to all Purchase Orders)
FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020) (Applicable to all Purchase Orders)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment [Oct 2015] (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)
FAR 52.211-15	Defense Priority and Allocation Requirement [Apr 2008] (Applicable to Purchase Orders that are rated orders. If applicable, the face of the Purchase Order will have rated order language and rating included.)
FAR 52.215-14	Integrity of Unit Prices [Oct 2010] (The substance of this clause, less paragraph (b), is applicable to all Purchase Orders 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.)
FAR 52.219-8	Utilization of Small Business Concerns [Oct 2018] (Applicable to all Purchase Orders)
FAR 52.222-21	Prohibition of Segregated Facilities [Apr 2015] (Applicable to Purchase Orders that are subject to the Equal Opportunity clause of this Agreement)
FAR 52.222-26	Equal Opportunity [Sep 2016] (Applicable to all Purchase Orders unless exempt) This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4, which prohibits 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 requires 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.
FAR 52.222-35	Equal Opportunity for Veterans [Oct 2015] (Applicable to Purchase Orders \$150,000 or more unless exempt) This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
FAR 52.222-36	Equal Opportunity for Workers with Disabilities [Jul 2014] (Applicable to Purchase Orders more than \$15,000 unless exempt) This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
FAR 52.222-37	Employment Reports on Veterans [Feb 2016] (Applicable to Purchase Orders more than \$150,000 unless exempt)
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act, 29 CFR part 471, appendix A to subpart A [Dec 2010] (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)
FAR 52.222-41	Service Contract Labor Standards [Aug 2018] (Applicable to Purchase Orders subject to the Service Contracts Labor Standards statute)
FAR 52.222-50	Combating Trafficking in Persons [Jan 2019] (Applicable to all Purchase Orders. Alternate I is applicable if included in Buyer's subcontract)
FAR 52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements [May 2014] (Applicable to Purchase Orders for exempt services under this Agreement)
FAR 52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements [May 2014] (Applicable to Purchase Orders for exempt services under this Agreement)
FAR 52.222-54	Employment Eligibility Verification [Oct 2015] (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)
FAR 52.222-55	Minimum Wages Under Executive Order 13658 [Dec 2015] (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.)
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 [Jan 2017] (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.)

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FAR 52.223-6	Drug-Free Workplace [May 2001] (Applicable to all Purchase Orders)
FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving [Aug 2011] (Applicable to Purchase Orders that exceed the micro-purchase threshold)
FAR 52.224-3	Privacy Training [Jan 2017] (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)
FAR 52.225-13	Restrictions on Certain Foreign Purchases [Jun 2008] (Applicable to all Purchase Orders)
FAR 52.225-26	Contractors Performing Private Security Functions Outside the United States [Oct 2016] (Applicable to Purchase Orders that will be performed outside the United States in areas of — (1) combat operations, as designated by the Secretary of Defense; or (2) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area)
FAR 52.227-1	Authorization and Consent [Dec 2007] (Applicable to Purchase Orders that are expected to exceed the simplified acquisition threshold)
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement [Dec 2007] (Applicable to Purchase Orders that are expected to exceed the simplified acquisition threshold)
FAR 52.227-11	Patent Rights – Ownership by the Contractor [May 2014] (Applicable to Purchase Orders that are for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization)
FAR 52.227-13	Patent Rights – Ownership by the Government [Dec 2007] (Applicable to Purchase Orders for experimental, developmental, or research work)
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors [Dec 2013] (Applicable to Purchase Orders with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items)
FAR 52.244-6	Subcontracts for Commercial Items [Jan 2019] (Applicable to all Purchase Orders)
FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels [Feb 2006] (Applicable to all Purchase Orders, 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.

DFARS 252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies [Dec 2008] (Applicable to all first-tier Purchase Orders exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components)
DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights [Sep 2013] (Applicable to all Purchase Orders)
DFARS 252.204-7000	Disclosure of Information [Oct 2016] (Applicable to all Purchase Orders)
DFARS 252.204-7008	Compliance with Safeguarding Covered Defense Information Controls [Oct 2016] (Applicable to all Purchase Orders, except for solicitations solely for the acquisition of commercially available off-the-shelf (COTS) items.)
DFARS 252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information [Oct 2016] (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.
DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting [Oct 2016] (Applicable to Purchase Orders for operationally critical support or for which subcontract performance will involve covered defense information, including subcontracts for commercial items)
DFARS 252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors [May 2016] (Applicable to all Purchase Orders)
DFARS 252.204-7015	Notice of Authorized Disclosure of Information to Litigation Support [May 2016] (Applicable to all Purchase Orders)
DFARS 252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals [Oct 2014] (Applicable to Purchase Orders for items that contain specialty metals)
DFARS 252.225-7013	Duty-Free Entry [May 2016] (Applicable to Purchase Orders for (i) Qualifying country components; or (ii) Nonqualifying country components for which the Contractor estimates that duty will exceed \$200 per unit)
DFARS 252.225-7048	Export-Controlled Items [June 2013] (Applicable to all Purchase Orders)
DFARS 252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns [Apr 2019] (Applicable to Purchase Orders exceeding \$500,000)
DFARS 252.244-7000	Subcontracts for Commercial Items [Jun 2013] (Applicable to all Purchase Orders)
DFARS 252.246-7003	Notification of Potential Safety Issues [Jun 2013] (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)
DFARS 252.247-7023	Transportation of Supplies by Sea [Feb 2019] (Applicable to Purchase Orders at or below the simplified

	acquisition threshold in Part 2 of the Federal Acquisition Regulation)
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