

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.
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.
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.
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

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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.
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. **EQUAL OPPORTUNITY and THE VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT (VEVRAA):** The provisions set forth in Executive Order 11246 dated September 24, 1965 (as amended) are incorporated herein by reference except to the extent this order may be exempt from the provisions of said Executive Order by the rules and regulations issued hereunder as said Executive Order, and rules and regulations may be amended from time to time. Seller agrees to comply with all applicable contract clauses required by federal, state or local law, rule, or regulation which shall be part of this contract/purchase order, including but not limited to the following which are incorporated by reference herein: 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 and certifies, if applicable, that it has developed a written affirmative action compliance program and annually files Standard Form 100 (EEO-1). In addition, Seller agrees to comply with all applicable federal laws and regulations regarding the utilization of small business concerns and/or small disadvantaged business concerns, including, if applicable, any subcontracting plans thereunder. Whenever the word "Contractor" appears in said provisions, it shall mean Seller.

Buyer, as a federal contractor, and its subcontractors 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.

Buyer, as a federal contractor, and its subcontractors 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.

Buyer, as a federal contractor, and its subcontractors 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.

25. **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.
26. **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.
27. **SUPPLIER CODE OF CONDUCT.** Buyer's [Supplier Code of Conduct](http://www.corning.com/about_us/suppliers) (the "Code"), available at www.corning.com/about_us/suppliers, 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.
28. **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.
29. **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 DFAR 252.227-7013 the provisions are incorporated herein. Seller assumes the obligations of such FAR or DFAR clauses as they pertain to this Agreement.
 - (d) 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 from time to time, 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.

(e) **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.

(f) **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.”

(g) **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.

(h) **Government Procurement Regulations:** The following clauses set forth in the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation (DFAR) as in effect on the date hereof, 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 [Apr 2010] (Applicable to Purchase Orders that (i) have a value more than \$5,000,000; 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 52.204-2	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 when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)
FAR 52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment [Aug 2013] (Unless this Purchase Order is for the acquisition of commercial items, this clause applies to Purchase Orders that (i) exceed \$30,000 in value and (ii) are not a subcontract for commercially available off-the-shelf items)
FAR 52.219-8	Utilization of Small Business Concerns [Oct 2014] (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 [Apr 2015] (Applicable to all Purchase Orders unless exempt)
FAR 52.222-35	Equal Opportunity for Veterans [Jul 2014] (Applicable to Purchase Orders \$100,000 or more unless exempt)
FAR 52.222-36	Equal Opportunity for Workers with Disabilities [Jul 2014] (Applicable to Purchase Orders more than \$15,000 unless exempt)
FAR 52.222-37	Employment Reports on Veterans [Jul 2014] (Applicable to Purchase Orders more than \$100,000 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 [May 2014] (Applicable to Purchase Orders subject to the Service Contracts Labor Standards statute)
FAR 52.222-50	Combating Trafficking in Persons [Mar 2015] (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 [Aug 2013] (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 \$3,000; and (3) include work performed in the United States)
FAR 52.222-55	Establishing Minimum Wage for Contractors [Dec 2014] (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 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving [Aug 2011] (Applicable to Purchase Orders that exceed the micro-purchase threshold)
FAR 52.225-13	Restrictions on Certain Foreign Purchases [Jun 2008] (Applicable to all Purchase Orders)
FAR 52.225-26	Contractors Performing Private Security Functions Outside the U.S. [Jul 2013] (Applicable to Purchase Orders that will be performed in areas of — (1) DoD contracts only: Contingency operations, combat operations, as designated by the Secretary of Defense, or other significant military operations, as designated by the Secretary of Defense upon agreement of the Secretary of State; or (2) Non-DoD contracts: Combat operations, as designated by the Secretary of Defense, or 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 52.232-40	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 [Apr 2015] (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)

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 [Aug 2013] (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 [Aug 2015] (Applicable to all Purchase Orders)
DFARS 252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors [Feb 2014] (Applicable to all Purchase Orders)
DFARS 252.204-7015	Disclosure of Information to Litigation Support Contractors [Feb 2014] (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 [Nov 2014] (Applicable to subcontracts 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 [Sep 2004] (Applicable to Purchase Orders more than \$500,000)
DFARS 252.244-7000	Subcontracts for Commercial Items [Jun 2013] (Applicable to all Purchase Orders)

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