

TTM Technologies, Inc.

TERMS AND CONDITIONS OF PURCHASE

FAR and DFAR Requirements for Suppliers

Rev. A

(12/19/12)

FEDERAL ACQUISITION REGULATION (FAR), DEPARTMENT OF DEFENSE (DoD) FAR SUPPLEMENT (DFARS).

The following clauses set forth in the FAR and DFARS as in effect on the date of this purchase order, unless otherwise noted, are incorporated herein by reference. Where necessary to make the clauses applicable to this purchase order, "Contractor" shall mean "Buyer" "Contracting Officer" shall mean "Buyer," and the "Government" shall mean "Buyer" or the "Government" whenever appearing in the clauses, unless otherwise noted. Seller shall include the following clauses in its lower-tier purchase orders as required.

a) All Orders

- 52.203-3 Gratuities
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity
- 52.211-5 Material Requirements
- 52.215-15 Pension Adjustment and Asset Reversions
- 52.215-18 Reversions or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
- 52.215-19 Notification of Ownership Changes
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-41 Service Contract Act of 1965
- 52.222-50 Combating Trafficking in Persons
- 52.223-3 Hazardous Material Identification and Material Safety Data (Alt I applies if this order is for other than DoD)
- 52.223-5 Pollution Prevention and Right-to-Know Information
- 52.223-7 Notice of Radioactive Materials (subsection (a) shall read "15 days")
- 52.224-2 Privacy Act
- 52.225-1 Buy American Act – Supplies
- 52.225-3 Buy American Act – Free Trade Agreements – Israeli Trade Act
- 52.225-5 Trade Agreements
- 52.225-8 Duty-free Entry
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.227-9 Refund of Royalties
- 52.227-10 Filing of Patent Applications - Classified Subject Matter
- 52.227-11 Patent Rights – Ownership by the Contractor (references to "Government", "Contracting Officer" and "Contractor" as contained in this clause remain unchanged)
- 52.227-14 Rights in Data - General
- 52.229-3 Federal, State, and Local Taxes
- 52.233-3 Protest After Award
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III
- 52.236-13 Accident Prevention
- 52.244-6 Subcontracts for Commercial Items
- 52.245-1, Alt. I Government Property (except in clauses (e)(1), (e)(2)(ii), (e)(3)(i), (f)(1)(ii), the term "Government" shall remain)
- 52.245-9 Use and Charges
- 52.246-2 Inspection of Supplies – Fixed Price
- 52.246-16 Responsibility for Supplies
- 52.247-63 Preference for U.S. Flag Air Carriers
- 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels
- 252.204-7000 Disclosure of Information
- 252.222-7000 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials
- 252.225-7001 Buy American Act and Balance of Payments Program
- 252.225-7009 Preference for Domestic Specialty Metals
- 252.225-7013 Duty-Free Entry
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings 252.225-7025 Restrictions on Acquisition of Forgings
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments
- 252.225-7030 Restriction on Acquisition of Carbon Alloy and Armor Steel Plate
- 252.225-7036 Buy American Act – Free Trade Agreements – Balance of Payments Program
- 252.227-7013 Rights in Technical Data - Noncommercial Items (the term "Government" shall remain through this clause, the term "Contracting Officer" shall mean both "Contracting Officer and Buyer")
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (the term "Government" shall remain throughout this clause, the term "Contracting Officer" shall mean both "Contracting Officer and Buyer")

- 252.227-7016 Rights in Bid or Proposal Information
- 252.227-7019 Validation of Asserted Restrictions - Computer Software
- 252.227-7025 Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends
- 252.227-7030 Technical Data - Withholding of Payment
- 252.227-7037 Validation of Restrictive Markings of Technical Data (the terms throughout this clause shall remain unchanged)
- 252.228-7001 Ground and Flight Risk
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles (the term "Government" shall mean "Government and Buyer")
- 252.246-7001, Alt I Warranty of Data
- 252.246-7003 Notification of Potential Safety Issues
- 252.247-7023 Transportation of Supplies by Sea (paragraphs (a) through (e) apply to all orders; all paragraphs apply to transactions greater than \$100,000)
- 252.247-7024 Notification of Transportation of Supplies by Sea

b) All Orders of >\$3,000 or Greater

- 52.222-54 Employment Eligibility Verification
- 52.223-18 Contractor Policy to Ban Text Messaging While Driving

c) All Orders Greater than \$10,000

- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act

d) All Orders Greater than \$15,000

- 52.222-20 Walsh-Healey Public Contracts Act
- 52.222-36 Affirmative Action for Workers With Disabilities

e) All Orders of \$25,000 or Greater (Greater than \$30,000 if Prime Contract dated on or after September 28, 2006.)

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

f) All Orders of \$50,000 or Greater

- 52.211-15 Defense Priority and Allocation Requirements

g) All Orders of \$100,000 or Greater

- 52.203-6 Restrictions on Subcontractor Sales to the Government
- 52.203-7 Anti-Kickback Procedures
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- 52.215-2 Audit and Records – Negotiation
- 52.215-14 Integrity of Unit Prices (except for paragraph (b) of this clause)
- 52.219-8 Utilization of Small Business Concerns
- 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation
- 52.222-35 Equal Opportunity for Veterans
- 52.222-37 Employment Reports on Veterans
- 52.223-14 Toxic Chemical Release Reporting (except its subparagraph (e))
- 52.248-1 Value Engineering
- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction

h) All Orders Greater than \$500,000

- 52.209-7 Information Regarding Responsibility Matters
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

i) All Orders of \$500,000 or Greater (\$550,000 or Greater if Prime Contract dated on or after September 28, 2006 // \$650,000 or Greater if Prime Contract dated on or after October 1, 2010)

- 52.219-9 Small Business Subcontracting Plan
- 252.219-7003 Small Business Subcontracting Plan (DoD Contracts)

j) All Orders of \$500,000 or Greater (\$650,000 or Greater if Prime Contract dated on or after June 14, 2007 // \$700,000 or Greater if Prime Contract dated on or after October 1, 2010)

- 52.230-2 Cost Accounting Standards (except its subparagraph (b))
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (except its subparagraph (b))
- 52.230-5 Cost Accounting Standards – Educational Institution
- 52.230-6 Administration of Cost Accounting Standards

k) All Orders of \$550,000 or Greater (\$650,000 or Greater if Prime Contract dated on or after September 28, 2006 // \$700,000 or Greater if Prime Contract dated on or after October 1, 2010)

- 52.214-26 Audit and Records – Sealed Bidding (\$700K or greater if Prime Contract dated on or after October 1, 2010)
- 52.214-27 Price Reduction for Defective Cost or Pricing Data – Modifications – Sealed Bidding (\$700K or greater if Prime Contract dated on or after October 1, 2010)
- 52.214-28 Subcontractor Cost or Pricing Data – Modifications – Sealed Bidding
- 52.215-10 Price Reduction for Defective Cost or Pricing Data
- 52.215-11 Price Reduction for Defective Cost or Pricing Data – Modifications
- 52.215-12 Subcontractor Cost or Pricing Data
- 52.215-13 Subcontractor Cost or Pricing Data – Modifications
- 52.215-20 Requirements for Cost or Pricing Data Other Than Cost or Pricing Data

52.215-22 Limitations on Pass-Through Charges – Identification of Subcontract Effort (DoD Only)
52.215-23 Limitations on Pass-Through Charges

l) All Orders Greater than \$550,000 (Greater than \$650,000 if Prime Contract dated on or after October 1, 2010)
252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States

m) All Orders Greater than \$1 Million
252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements

n) All Orders Greater than \$1.5 Million
252.211-7000 Acquisition Streamlining

o) All Orders Greater than \$5 Million
52.203-14 Display of Hotline Poster(s)

p) All Orders Greater than \$5 Million and a Period of Performance of greater than 120 days
52.203-13 Contractor Code of Business Ethics and Conduct (Notwithstanding any alterations to this clause to reflect the relationship between Buyer and Seller, all disclosures of violation of the civil False Claims Act or of federal criminal law shall be directed to the Office of the Inspector General of the agency issuing the prime contract, with a copy to the Contracting Officer of the prime contract.)

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NOTES

Note 1: Unless the U.S. Government has either specifically identified technical data or computer software to be delivered under this Contract with less than Limited Rights (as defined in DFAR 252.227-7013), or has paid for the development of such software or technical data, it is understood and agreed by both Parties that this clause shall not be construed to mean that Seller will make available any drawings, manufacturing processes, software, inspection techniques or other items (collectively "technical data") which the Seller claims, and at Buyer's request can document, to have been developed at its own expense without the use of Government funds. Pursuant to DFAR 252.227-7013(k)(3), Seller reserves the right to deliver any such technical data developed by Seller at private expense directly to the U.S Government. Unless the delivery of technical data developed at private expense is otherwise provided for under the terms of the contract between Seller and Buyer, Buyer shall have the right at any time to request delivery of any such items for a fee and agreement on application of distribution statement to be negotiated in good faith by Buyer and Seller.

Note 2: Where necessary to make 252.222-7006 applicable to this purchase order "Contractor" shall mean "Seller" in 252.222-7006(b)(1). Seller shall include 252.222-7006 in all Subcontracts with Covered subcontractors, as defined in 252.222-7006(a), at all tiers.

Note 3: ADDITIONAL TERMS AND CONDITIONS - Seller shall, upon the request of Buyer, review Buyer's request to accept additional clauses and conditions as Buyer may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract(s) or with the provisions of amendments to such Prime Contract(s). Acceptance of such clauses and conditions shall not be unreasonably withheld. Seller shall allow for the incorporation of any government mandatory flow down changes that are required by statute, regulation, executive order or prescription through the validity period of this agreement.

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