Meggitt Aircraft Braking Systems

Supplemental Terms of Purchase

Goods furnished under this Purchase Order are for use under a U.S. Government prime contract or subcontract. Seller shall comply with all U.S. Government provisions and clauses identified by Buyer as flow-down provisions for any order (“Flow-down Clauses”), including Federal Acquisition Regulation (FAR), Department of Defense FAR Supplement (DFARS) or other agency supplement contract provisions (together “FAR Clauses”) incorporated by reference. Federal common law of U.S. Government contracts determined by U.S. judicial bodies, boards of contract appeals and quasi-judicial agencies of the U.S. Government shall apply to the interpretation of the Flow-down Clauses.

1. The terms and conditions of this Order include all the U.S. Government provisions and certifications listed below and all such other U.S. Government provisions mandated by operation of law or regulation (“Flow-down Clauses”). Such provisions include FAR, DFARS or other agency supplement contract provisions (together “FAR Clauses”). Seller shall incorporate these Flow-Down Clauses into each lower-tier subcontract placed in support of this Order, as required by the individual clause. The applicable version date of such provisions is as specified in the Order; if no version date is specified, then the version date as of the date the Order is executed shall apply. To the extent there is a conflict or overlap between the Flow-down Clauses and the Global Standard Purchasing Conditions terms, the language shall be read to the maximum extent possible to render the clauses compatible, including by using the interpretation most restrictive of the requirements in Buyer’s favor.

2. Seller shall indemnify and hold Buyer harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of unallowability or prohibition of allocation or any other civil, criminal or administrative liability, whether arising under statute, regulation, contract or common law and shall reimburse Buyer for all of its damages and associated costs, including reasonable attorney fees and other expenses. Seller shall reimburse Buyer for any loss or damage in the event that Buyer’s customer makes a determination that Seller failed to furnish Buyer with any certified cost or pricing data or failed to provide the current, accurate and complete version of such data; failed to provide or comply with certifications as required by the Flow-down Clause; or failed to take any such other action required by the Flow-down Clauses.

3. Any disputes relating to the Flow-down Clauses shall be subject to the disputes process required of Buyer by Buyer’s customer, where Buyer elects. Seller shall be conclusively bound by any decision made through the disputes process of the Buyer’s customer.

4. Seller agrees that its books, records and facilities or such parts of its facilities as may be engaged in the performance of this Order, shall at all reasonable times be subject to inspection and audit by Buyer and, to the extent provided by the Flow-down Clauses, any authorized representatives of the U.S. Government. Seller hereby grants to Buyer the right to examine at reasonable times its relevant books, records and data that permit the adequate evaluation of (1) cost and pricing data and of any claims/proposals submitted by Seller pursuant to the Flow-down Clauses, (2) its security and data protection procedures and (3) its quality, testing and inspection procedures.

5. Flow-down Clauses are incorporated by reference, with the same force and effect as if they were given full text. These FAR/DFARS provisions are accessible at https://www.acquisition.gov. The clauses apply to this Order in accordance with the regulatory language of prescription in the controlling FAR Part or clause, such as limiting the applicability to particular types of contracts, contracts exceeding certain thresholds in monetary value, the location of performance or the size status of the Seller. All of the Flow-down Clauses listed apply to this Order, regardless of whether they are mandated for flow-down, since Buyer may in its discretion incorporate clauses which it deems appropriate.

6. The clauses listed below may require the submission of certifications and representations. Seller shall furnish any certification or representation required under these Flow-down Clauses. Failure to provide a certification or representation by Seller shall be interpreted to mean that Seller complies with the Flow-down Clause in the most restrictive sense of performance, in favor of Buyer.

7. Intellectual Property Rights. All FAR 52.27/DFARS 252.227 terms on intellectual property are as defined in FAR 27 or DFARS 227 or applicable agency regulations. Seller acknowledges and agrees that any rights in Technical Data and Computer Software to be granted to the U.S. Government will be determined in accordance with the regulations set forth in FAR Part 27 and DFARS Part 227 based upon the specific Technical Data, Computer Software and Goods to be performed under this Order and the assertions of restrictions on use, release or disclosure of Seller’s Intellectual Property that are provided to Buyer for delivery to the U.S. Government, in order to fulfill Buyer’s obligations under Buyer’s customer’s contract.
8. Except as otherwise provided in this provision, whenever necessary to make the context of the clauses applicable to this Order, the term “Contractor” shall mean Seller, the term “Contract” shall mean this Order, the term “Government,” “Contracting Officer,” and equivalent phrases shall mean Buyer, except that the terms “Government” and “Contracting Officer” shall not change in the Government Property, patent, intellectual property or data rights clauses incorporated herein, or when a right, act, authorization or obligation can be granted or performed only by the U.S. Government or the Contracting Officer or a duly authorized representative.

9. Equal Employment Opportunity: Meggitt Aircraft Braking Systems is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Purchase Order.

The following Flow-down Clauses apply to this Purchase Order:

FAR
52.203-6 Restrictions on Subcontractor Sales to the Government (Sep 2006) if this Purchase Order exceeds $150,000
52.203-7 Anti-Kickback Procedures (Oct 2010)
52.203-13 Contractor Code of Ethics and Conduct (Apr 2010)
52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)
52.211-15 Defense Priority and Allocation Requirements (Apr 2008)
52.219.9 Small Business Subcontracting Plan (Jan 2011) if this Purchase Order exceeds $650,000
52.215-12 Subcontractor Cost or Pricing Data (Oct 2010)
52.217-9G26 Surge & Sustainment Capability Assessment DSCR (June 2001)
52.217-9G27 Surge & Sustainment Evaluation – Minimum Requirement DSCR (June 2001)
52.219-8 Utilization of Small Business Concerns (Jan 2011)
52.222-19 Child Labor Cooperation with Authorities and Remedies (Jul 2010)
52.222-20 Walsh-Healey Public Contracts Act (Oct 2010)
52.222-21 Prohibition of Segregated Facilities (Feb 1999)
52.222-26 Equal Opportunity (Mar 2007)
52.222-35 Equal Opportunity for Veterans (Sep 2010) if this Purchase Order exceeds $100,000
52.222-36 Affirmative Action for Workers with Disabilities (Oct 2010) if this Purchase Order exceeds $15,000
52.222-37 Employment Reports on Veterans (Sep 2010) if this Purchase Order is over $100,000
52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) if this Purchase Order is over $10,000
52.222-41 Service Contract Act of 1965 (Nov 2007)
52.222-50 Combating Trafficking in Persons (Aug 2007)
52.222-53 Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009)
52.222-54 Employment Eligibility Verification (Jan 2009)
52.223-18 Contractor Policy to Ban Text Messaging While Driving (Sep 2010) if this Purchase Order is over $35,000
52.225-13 Restriction on Certain Foreign Purchases (Jun 2008)
52.244-6 Subcontracts for Commercial Items (Dec 2010)
52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)

DFARS
252.223-7008 Prohibition of Hexavalent Chromium (May 2011)
252.225-7001 Buy American Act and Balance of Payments Program (Jan 2009)
252.225-7004 Report of Intended Performance Outside the United States or Canada – Submission after Award (Oct 2010)
252.225-7009 Restriction on Acquisition of Articles Containing Specialty Metals (Jan 2011)
252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (June 2011)
252.225-7021 Trade Agreements (Jun 2011)
252.225-7025 Restriction on Acquisition of Forgings (Dec 2009)
252.225-7038 Restriction on Acquisition of Air Circuit Breakers (Jun 2005)
252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (Nov 2010)
252.237-7019 Training for Contractor Personnel Interacting with Detainees (Sep 2006)
252.244-7000 Subcontracts for Commercial Items and Commercial Components (Sep 2011)
252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to Cost Bearer (Sep 2010)
252.247-7023 Transportation of Supplies by Sea (May 2002)
252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)