



## PURCHASE ORDER TERMS AND CONDITIONS

The following provisions will apply unless conspicuously provided otherwise on the face of the relevant Purchase Order (this "Order") or in another written document signed by an authorized representative of Buyer's Purchasing Department:

1. PRICES / TAXES / QUANTITIES – Prices in the Order are firm and fixed and include all applicable federal, state, provincial, and local taxes, including sales, use, ad valorem, and value added taxes, tariffs and duties. Shipments must not vary from the quantities specified in the Order.
2. ACCEPTANCE / REJECTION – These Terms and Conditions are incorporated in this Order and together they may be referred as this "Agreement." Seller must accept this Agreement exactly as written. Buyer expressly rejects Seller's terms and conditions even if they are incorporated by reference in this Order, and neither Buyer's acceptance of, nor payment for, the goods or services described in this Order (the "Products") constitutes Buyer's acceptance of Seller's terms and conditions. This Agreement will become a binding contract when Seller acknowledges, confirms, or accepts this Agreement or begins performance of this Order, and this Agreement supersedes and replaces all prior and contemporaneous oral and written agreements and understandings related to the Products.
3. INSPECTIONS / DELIVERIES / NOTICES OF DELAY – (a) Final inspection and acceptance of the Products will be on Buyer's premises. Buyer may return any nonconforming goods to Seller freight collect and may deduct from amounts otherwise payable to Seller the cost of any inbound transportation for those goods, plus a reasonable handling fee. (b) Time is of the essence. Whenever any labor disputes or any other actual or potential event delays or threatens to delay Seller's timely performance of this Order, Seller must give immediate written notice to Buyer. If Seller fails to deliver any goods or perform any services at the agreed time, or if Buyer believes Seller may not timely do so, Buyer may elect to cancel all or any part of this Order, purchase replacement Products elsewhere, and hold Seller accountable for any additional costs or damages incurred by Buyer.
4. GENERAL SHIPPING INSTRUCTIONS – Goods are purchased and will be deemed delivered FOB destination unless the Order states that shipments are to be made FOB shipping point. If the Order states that shipments are FOB shipping point, then: (a) all shipments made on the same day to the same location via the same carrier must be consolidated on one bill of lading, and multiple packages in the same shipment must be tied together into bundles; and (b) Seller must comply with Buyer's shipping and routing instructions, must not use premium cost transportation unless authorized in writing by Buyer, and will be responsible for all losses and excess charges resulting from any deviation from Buyer's instructions.
5. PAYMENT TERMS; PROOF OF SHIPMENT – Seller will forward the receipt or bill of lading signed by the carrier with Seller's invoice as evidence of shipment and will receive and retain mailing receipts for uninsured parcel post deliveries. Buyer will pay all undisputed amounts properly invoiced within 45 days after Buyer's receipt of each such invoice.
6. WARRANTY – (a) Seller warrants that during the Warranty Period (defined below) the Products are and will be: (i) free from defects in design, material, and workmanship, (ii) merchantable and fit for their intended purpose, and (iii) conform strictly to (A) the specifications, drawings, technical notes, technical instructions, and engineering notes provided by Buyer as well as any supplementary documentation referenced in this Order (collectively, the "Documentation"), and (B) to the extent not inconsistent with the Documentation, any samples specified or furnished by Seller. The term "Warranty Period" means (x) for Products purchased for resale, the period beginning on the date Buyer delivers the Product to Buyer's customer and ending on the later of: (i) the first anniversary of that delivery; or (ii) the last day of the period specified in the Order or in Seller's standard warranty period; and (y) for Products purchased for Buyer's internal consumption or use, the period beginning on the date of delivery to Buyer and ending on the later of: (i) the first anniversary of Buyer's first commercial use of the Product, after any acceptance testing; or (ii) the last day of the period specified in the Order or in Seller's standard warranty period. (b) These warranties will survive Buyer's payment, inspection, or approval of the Products and of Seller's design, test plans, procedures, manufacturing process, methods, tooling, or facilities, and any such payment, inspection, approval, or acceptance does not relieve Seller from meeting all requirements of this Order. Seller will reimburse Buyer for Buyer's actual costs and expenses, and any other damages to which Buyer is entitled under applicable law, resulting from a breach of those warranties.
7. CHANGES – (a) Buyer may at any time, by written instruction signed by a member of Buyer's Purchasing Department, make changes to (i) the scope of this Order; (ii) the Documentation; (iii) the method of shipment or packing; and/or (iv) the place of delivery; and upon Seller's receipt of any such instruction, this Order will be deemed to have been modified accordingly. If any such change causes an increase or decrease in the cost or time required for performance, of all or any part of a Product, the price and delivery schedule for that Product will be

- equitably adjusted as long as Seller asserts a claim for any such equitable adjustment in writing within 10 days from the date Seller receives Buyer's written instruction. (b) While Buyer's engineering, technical, and other personnel may from time to time render assistance or give technical advice to, or exchange information with, Seller's personnel concerning this Order or the Products, that assistance and advice will not waive or release Seller from any of its obligations or waive or impair Buyer's rights under this Agreement, or change this Order or the Products. In order to bind Buyer, any waiver or change to this Agreement must be in writing and must be signed by an authorized representative of Buyer's Purchasing Department. In case of doubt, Seller should promptly consult Buyer's Purchasing Department for further instructions. In connection with any claim for adjustment under this section, Seller must submit cost data in such form and detail as Buyer may reasonably request.
8. CONTINUING SUPPLY / NOTICE OF OBSOLECENSE – Seller will notify Buyer immediately if at any time: (a) Seller decides to stop supplying any Product delivered or to be delivered to Buyer under this Order or any other purchase order submitted by Buyer, and in any event Seller will not refuse to fill any new purchase order for those Products unless Seller: (i) has given Buyer at least six months' advance notice of that decision; and (ii) permits Buyer to purchase its anticipated needs of the Products being discontinued; and (b) Seller learns that any of its vendors intends to stop supplying any part or component used in any goods, or to stop performing any services, related to the Products, and Seller will use commercially reasonable efforts to ensure Vigor receives at least six months' advance notice of each such discontinuance.
  9. NO ASSIGNMENT / PRIME CONTRACTS – (a) Seller will not assign this Agreement or subcontract any of Seller's rights or obligations under this Agreement to any other person without Buyer's prior written consent, except that Seller may grant its lenders and sureties a security interest in any monies due or to become due under this Agreement without Buyer's consent, as long as Buyer retains the right to setoff or recoup from those monies any amounts that Seller owes Buyer under this Agreement or otherwise. (b) If this Order is issued in connection with a contract between Buyer and one of its customers (each, a "**Prime Contract**"), (i) each provision in that Prime Contract that is applicable to the Products is incorporated in this Order, including the warranty, intellectual property ownership, liquidated damages, and flow down provisions. Additionally, for Orders for Products to be used in connection with a U.S. Government contract, the Federal Acquisition Regulation ("FAR") and Defense Acquisition Regulations Supplement ("DFARS") clauses set forth in Appendix 2 are incorporated in this Order. Without limiting the preceding, to the extent any of Buyer's customers is entitled to withhold a percentage of its payment to Buyer for any Product, Buyer will be entitled to withhold that same percentage from the amount payable to Seller under this Order, and notwithstanding Section 5 (Payment Terms / Proof of Shipment) above, Buyer will pay Seller for the Products only as and when Buyer receives payment from its customer for those Products.
  10. BUYER'S PROPERTY – Buyer will own all materials, tools, plates, artwork, film, drawings, specifications, and similar items furnished or paid for by Buyer. Seller will: (a) clearly identify those items as Buyer's property, both physically and in Seller's inventory records, and if feasible, will segregate those items from Seller's property; (b) use those items only for Buyer's benefit; and (c) dispose of those items only as Buyer directs. Seller will be responsible for any loss or damage to any of Buyer's property except for normal wear and tear. Seller will furnish Buyer a written inventory of Buyer's property upon Buyer's request. Buyer may remove any or all of its property at any time.
  11. CONFIDENTIALITY – This Agreement, including the Documentation, and any information about the Products or Buyer's property and any other information or knowledge disclosed by Buyer or obtained or observed by Seller in connection with the Order is confidential and proprietary, and Seller will not (a) disclose that information to any other person; or (b) use that information for any purpose other than for the benefit of Buyer.
  12. PATENTS / OTHER INTELLECTUAL PROPERTY RIGHTS – Seller will (a) defend, at its own expense, Buyer, Buyer's agents and their direct and indirect customers, from any and all suits, controversies, demands and other claims alleging that any Product infringes or misappropriates any United States or foreign patent, trademark, copyright, trade secret, or any other intellectual property right; and (b) indemnify and hold them harmless from and against any and all damages, losses, and liabilities arising out of any such claim.
  13. PUBLICITY, PROMOTION, AND ADVERTISING – Seller will not issue any press release, advertisement, publicity, or promotional material regarding this Order (including denial or confirmation of this Order), use Buyer's name or logo in any customer list or refer in any way to Buyer on Seller's website or in any marketing materials. Seller will not take, post, or use any photographs of the Product or Buyer's operations.
  14. COMPLIANCE WITH LAW – Seller has complied and will comply with all federal, state, provincial, and local laws, rules, ordinances, and regulations, including those pertaining to equal opportunity (and will not discriminate against any person because of race, creed, sex, age, or national origin), OSHA, Hazardous Materials Transportation Act, Toxic Substances Control Act and Consumer Product Safety Act, the Federal Corrupt Practices Act, the Export Administration Regulations and the International Traffic in Arms Regulations.
  15. SAFETY / LABOR AGREEMENTS – To the extent Seller's employees, subcontractors or other agents enter upon premises occupied or under control of Buyer, or any of its customers or suppliers, in connection with this Order, Seller will: (a) comply with the policies and procedures applicable to visitors generally; (b) take all necessary precautions to prevent injury (including death) and damage to any property; and (c) abide by any applicable collective bargaining or other labor agreements.
  16. INDEMNITY / INSURANCE – Seller will indemnify Buyer against any loss, claim, damages, liability, expense (including reasonable attorney fees) arising in whole or in part from any breach by Seller of this Agreement and from any negligent act or omission by Seller except to the extent any such injury or damage is due solely and directly to Buyer's breach or negligence. Without limiting the preceding or any of Seller's other obligations under

this Agreement, Seller will maintain such commercial general liability insurance, product liability insurance, property and fire insurance, workers' compensation insurance, employer liability insurance and such other types of insurance as is typical in Seller's industry and in any event will carry the types and amounts of insurance listed in Appendix 1.

17. GOVERNING LAW / RESOLUTION OF DISPUTES / ATTORNEY FEES – This Agreement will be governed by the law of the state where Buyer is located (i.e., Alaska, Oregon, or Washington) as evidenced in the Order. Any dispute or controversy, whether under statute, contract, tort, or otherwise, arising out of this Agreement or any future modification or termination of this Agreement, or in any way concerning the relationship or dealings between Buyer and Seller, or in connection with any transactions or lack of transactions between Buyer and Seller, including the determination of the scope of the agreement to arbitrate, will be resolved as follows: (a) If Seller is located in the United States, Seller consents to the jurisdiction and venue of the state and federal courts of that state and will not initiate any legal proceeding against Buyer in any other place. (b) If Seller is located outside the United States, the dispute or controversy will be resolved by binding arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law ("**UNCITRAL**"), applicable at the time of submission of the dispute to arbitration, the American Arbitration Association, ("**AAA**") will be the Appointing Authority and will appoint a single neutral arbitrator, the arbitration will be administered by the AAA in accordance with its "Procedures for Cases Under the UNCITRAL Arbitration Rules," Arbitration will take place in

Portland, Oregon, USA, and English as spoken in the United States of America will be the exclusive language used for the arbitral proceedings. Notwithstanding the preceding sentence, Buyer may, in its sole discretion, waive its rights under this Section and instead elect to have any dispute arising out of or related to this Agreement resolved by the courts where Seller resides, and in that case, Seller agrees that those courts will have exclusive jurisdiction in relation to that dispute. If this Agreement becomes the subject of a dispute, the prevailing party will be entitled, whether or not a suit or action is instituted, to all costs incurred in connection with that dispute, including its reasonable attorney fees whether during arbitration, at trial or on appeal.

18. MISCELLANEOUS – In case of any conflicts, discrepancies or questions about this Order, Seller should contact Buyer's Purchasing Department for decision, instructions or interpretation. Seller is an independent contractor and is not a partner, employee, or agent of Buyer, and does not have the authority to bind Buyer. Buyer's rights and remedies are cumulative. Any waiver by Buyer of any particular breach or default by Seller under this Agreement does not constitute a continuing waiver or a waiver of any other breach or default.

**List of Attachments:**

APPENDIX 1 – Insurance Requirements

APPENDIX 2 – Purchase Order Government Flow Down Clauses

## APPENDIX 1

### Insurance Requirements

Seller will comply with the following obligations regarding insurance:

**1. Insurance Types and Amounts.** Seller must obtain and maintain the insurance coverages described in this Section 1 (the “**Required Insurance**”) from the date of each Order through the last day of the Warranty Period for the Goods and Services described in this Order. Each insurance policy and each certificate of insurance must provide that: (a) the insurer waives all rights of recovery or subrogation against Vigor, Customer, their affiliates, the vessels, and their respective underwriters that might arise by reason of any payment under each policy with respect to liabilities assumed by Seller under the Terms or any Order; (b) each policy, except the workers' compensation/employers liability policy, names Vigor, Customer, their affiliates, and any vessel(s) as an additional insured and is primary to all other insurance policies available to Vigor, Customer, their affiliates, and any vessel(s), and any insurance Vigor carries will be excess and non-contributory; and (c) territorial limits include all areas in which the work is to be performed.

- All risk property insurance for all properties owned and operated by Seller on a full replacement basis, including real property, personal property, and property of others, including the perils of fire, wind, flood, and earthquake, with extension of coverage for electronic data, programs, or software. This insurance must include business interruption and extra expense, property damage, service interruption, time element, transportation, expediting costs, operational testing, personal property not at Seller's facilities, and mobile equipment. The deductible for this insurance must not exceed USD \$100,000. This insurance must name Vigor as a loss payee as its interest may appear.

- Workers Compensation insurance coverage with statutory limits as required by the law of the state where the Goods are manufactured or the Services are performed, with appropriate endorsements to provide coverage to full statutory limits; Employment Practices Liability insurance coverage with a policy limit of not less than USD \$1,000,000, with third party extension; and, if Seller will perform Services at any Vigor's shipyard, USL&H, Jones Act and Maritime Employer's Liability insurance coverage.

- Comprehensive Marine General Liability and/or General Liability Insurance, subject to standard forms, including premises, operations, completed operations coverage, product liability coverage, pollution and contractual liability coverage including tort liability of another assumed an Order or any other business contract, and all indemnity obligations, including for bodily injury (including death), property damage, independent contractors, and advertising injury, along with associated defense costs, with limits of not less than USD \$1,000,000 each occurrence, combined single limit, and \$2,000,000 annual policy in the aggregate, for personal injury and property damage, with an annual deductible of not more than USD \$100,000. Any watercraft exclusion clause must be deleted from these insurance policies in order to provide for vessel coverage.

- Automobile liability insurance coverage for any vehicle licensed for public road use, including, owned, non-owned, and hired autos, as required by statute or local regulation but with a minimum combined single limit of USD \$1,000,000 per occurrence on vehicles owned, leased, or rented by Seller or by its subcontractors while performing under any Order. The business automobile liability insurance policy will be written on an occurrence basis.

- Excess (umbrella) liability insurance coverage with minimum limits of USD \$2,000,000 per occurrence and in the aggregate.

Seller will also carry the following types of insurance:

If Seller will have access to Vigor or Customer's bank accounts, computer network, precious metals, or other valuable property:

Crime insurance in an amount not less than USD \$1,000,000 covering the acts of its officers, employees and agents, in performing any and all of the services required to be performed under each Order. Seller will promptly notify VIGOR in writing of any material amendment or cancellation of this policy or bond and of any decrease in the amount of available coverage. Seller will also promptly notify VIGOR in writing when available limits drop to less than USD \$1,000,000.

If Seller will perform professional Services:

Errors and omissions liability insurance coverage written on a claims-made or project-specific basis, with a limit of not less than USD \$2,000,000 per claim. The policy's retroactive coverage date will be no later than the date of each Order. Upon the full performance or earlier termination of an Order, Seller will maintain an active policy, or purchase an extended reporting period, providing for claims first made and reported to the insurance company within two (2) years after Vigor's final payment for Seller's performance under an Order.

If Seller will perform design or engineering Services:

Professional liability insurance for design and engineering Services with limits of USD \$5,000,000 per occurrence and in the annual aggregated. Covered professional services must specifically include design and engineering performed under the Agreement.

If Seller will perform Services on a vessel:

Vessel pollution insurance covering all owned or operated watercraft used in manufacturing the Goods and/or performing the Services. This coverage must be written on the Water Quality Insurance Syndicate policy form, or equivalent, and must include bodily injury. Limits of liability will be in accordance with OPA90, but will be not less than USD \$1,000,000 each occurrence. The vessel owner or operator must also have Certificate of Financial Responsibility pursuant to OPA90, Coast Guard Regulations and if applicable, the State of Washington.

If Seller will perform Services that involve hazardous materials or have the potential of causing a release of hazardous materials:

Environmental pollution / contractor's pollution liability - pollution liability policy form or other policy form acceptable to Vigor providing coverage for liability caused by pollution conditions arising out of Seller's operations. Coverage must apply to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy limit must not be less than USD \$5,000,000 per claim and USD \$10,000,000 general aggregate. All activities contemplated in each Order must be specifically scheduled on the policy as "covered operations." The policy must provide coverage for the hauling of waste from Seller's site and if applicable, from the Vigor Site, to the final disposal location, including non-owned disposal sites. There will not be any exclusion for work in, on, or under water. Coverage must be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors the policy must include work performed "by or on behalf" of the insured. The policy coverage term must be equal to the total period of construction and also provide 10 years of completed operations coverage after the project construction is complete.

If Seller has access to Vigor’s computer network or to the personal, financial, and/or health information of Vigor’s employees or any other individual:

Cyber / privacy insurance for claims and losses with respect to network or data risks (such as data breaches, release of confidential information, unauthorized access/use of information, and identity theft) with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Seller is responsible for and will pay all deductible payments and self-insured retentions under the Required Insurance, and Seller will act as Vigor’s and Customer’s insurer for the amount of those deductibles and retentions under the terms and conditions of the policies to which the deductibles pertain.

**2. Insurance Certificates.** On the effective date of the Order, and upon the renewal of the Required Insurance policies, Seller will deliver to Vigor at 5555 N. Channel Avenue, Portland, OR 97217, Attn: Risk Management, certificate(s) of insurance for the insurance coverages required under Section 1 above and, if requested by Vigor, copies of the policies, evidencing not less than the coverage described in Section 1. The certificates must evidence the most recent AM Best or Lloyds of London rating of each insurer. If any of the Required Insurance coverages specified in Section 1 are required to remain in force after final payment, an additional certificate evidencing continuation of that coverage must be submitted with the final application for payment. Seller’s failure to provide those certificate(s), or Vigor’s failure to request those certificate(s) or copies of those policies does not and will not relieve Seller of the responsibility to maintain full coverage described in this Appendix.

**3. Other Insurance Requirements.** The Required Insurance must be primary and any other insurance does not apply to Vigor or Customer with respect to the liabilities assumed by Vigor. Any “sue and labor” provisions in the Required Insurance do not apply to Vigor or Customer. Seller’s insurance companies will not have any recourse against Vigor or Customer for payment of any premium or for assessments under any mutual form of policy.

**4. Breach.** If Seller fails to comply with the insurance requirements in this Appendix, Vigor may, at its election (a) provide written notice to Seller of that failure and if Seller does not remedy the failure within five days of receipt of that notice, immediately terminate any or all Orders under Section 9.1 of the Terms; or (b) purchase the required insurance coverage and charge the premium to Seller.

## APPENDIX 2

### PURCHASE ORDER GOVERNMENT FLOW DOWN CLAUSES

When the Products furnished by Seller are to be used in connection with a U.S. Government contract, the following Federal Acquisition Regulation (“FAR”) and Defense Federal Acquisition Regulations Supplement (“DFARS”) clauses (collectively, “Flow Down Clauses”) shall apply to this Agreement, as required by the terms of such U.S. Government contract or by operation of law or regulation. To the extent that a note below renders a particular Flow Down Clause inapplicable to this Agreement, however, the Flow Down Clause shall be deemed self-deleting.

Any mandatory Flow Down Clause that may have been inadvertently omitted from this Agreement shall nonetheless be deemed to be included. Also, Seller shall, at Buyer’s request, accept any additional or different Flow Down Clauses that Buyer may, from time to time, deem necessary to facilitate compliance with the U.S. Government contract to which this Agreement relates.

The effective version of each Flow Down Clause shall be the same version that appears in the U.S. Government contract to which this Agreement relates. In all such Flow Down Clauses, except to extent that the context requires otherwise, the term “Contractor” shall mean Seller, the term “Contract” shall mean this Agreement, and the terms “Government” and “Contracting Officer” shall mean Buyer and its purchasing representative, respectively.

To the extent that any Flow Down Clauses call for disputes to be resolved under the FAR “Disputes” clause, disputes shall instead be disposed of according to the dispute provisions of this Agreement.

Seller agrees to flow down as required all applicable FAR and DFARS clauses to its lower-tier subcontractors.

CLAUSE #	TITLE	APPLICABILITY NOTES
52.203-6	Restrictions on Subcontractor Sales to the Government.	All Orders in excess of the simplified acquisition threshold.
52.203-7	Anti-Kickback Procedures	All Orders in excess of \$150,000, excluding paragraph (c)(1).
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	All Orders in excess of \$150,000.
52.203-13	Contractor Code of Business Ethics and Conduct	All Orders in excess of \$5.5 million and having a performance period of more than 120 days.
52.203-14	Display of Hotline Poster(s).	All Orders in excess of \$5.5 million, excluding Orders for the acquisition of a commercial item or to be performed entirely outside the United States.
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	All Orders funded in whole or in part with Recovery Act funds.
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	All Orders in excess of the simplified acquisition threshold.
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	All Orders.
52.204-2	Security Requirements.	All Orders that involve access to classified information.
52.204-9	Personal Identity Verification of Contractor Personnel.	All Orders pursuant to which Seller’s employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	All Orders.
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	All Orders pursuant to which the Seller may have Federal contract information residing in or transiting through its information system, excluding Orders for commercially available off-the-shelf items.
52.209-6	Protecting the Government’s Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	All Orders in excess of \$35,000 in value, excluding Orders for commercially available off-the-shelf items.
52.211-5	Material Requirements	All Orders.
52.211-15	Defense Priority and Allocation Requirements	All Orders bearing a notice of DPAS priority rating.
52.214-26	Audit and Records—Sealed Bidding.	All Orders expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of certified cost or pricing data.
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data—Modifications—Sealed Bidding	All Orders.
52.214-28	Subcontractor Certified Cost or Pricing Data—Modifications—Sealed Bidding.	All Orders that, when entered into, exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4(a)(1).
52.215-2	Audit and Records—Negotiation.	All Orders that exceed the simplified acquisition threshold, and: (1) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these; (2) for which certified cost or pricing data are required; or (3) that require the Seller to furnish reports as discussed in paragraph (e) of this clause.

52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	All Orders.
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications	All Orders.
52.215-12	Subcontractor Certified Cost or Pricing Data.	All Orders that, when entered into, exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4(a)(1).
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications.	All Orders that, when entered into, exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4(a)(1).
52.215-14	Integrity of Unit Prices.	All Orders for other than: (1) acquisitions at or below the simplified acquisition threshold in FAR Part 2; (2) construction or architect-engineer services under FAR Part 36; (3) utility services under FAR Part 41; (4) services where supplies are not required; (5) commercial items; and (6) petroleum products.
52.215-15	Pension Adjustments and Asset Reversions.	All Orders that meet the applicability requirement of FAR 15.408(g).
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	All Orders that meet the applicability requirements of FAR 15.408(j).
52.215-19	Notification of Ownership Changes.	All Orders that meet the applicability requirement of FAR 15.408(k).
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications	All Orders.
52.215-22	Limitations on Pass-Through Charges – Identification of Subcontract Effort	All Orders pursuant to which Seller intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under this Order.
52.215-23	Limitations on Pass-Through Charges	All cost-reimbursement Orders that exceed the simplified acquisition threshold, except if Vigor's prime contract is with DoD, then all cost-reimbursement Orders and fixed-price Orders, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.
52.219-8	Utilization of Small Business Concerns	All Orders that offer further subcontracting opportunities if Vigor's prime contract requires a subcontracting plan.
52.219-9	Small Business Subcontracting Plan	All Orders expected to exceed \$700,000, unless Seller is a small business concern or is providing a commercial item.
52.222-1	Notice to the Government of Labor Disputes	All Orders.
52.222-4	Contract Work Hours and Safety Standards — Overtime Compensation.	All Orders that may require or involve the employment of laborers and mechanics.
52.222-17	Nondisplacement of Qualified Workers	All Orders over the simplified acquisition threshold entered into for Seller to perform services under a services contract, as defined at FAR 22.001, that succeeds a contract for performance of the same or similar work at the same location and that has not exempted by FAR 22.1203-2 or waived in accordance with FAR 22.1203-3.
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	All Orders.
52.222-21	Prohibition of Segregated Facilities	All Orders subject to FAR 52.222-26.
52.222-26	Equal Opportunity	All Orders not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended.
52.222-35	Equal Opportunity for Veterans	All Orders of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.
52.222-36	Equal Opportunity for Workers with Disabilities.	All Orders in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary of Labor.
52.222-37	Employment Reports on Veterans	All Orders of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	All Orders that exceed \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009.
52.222-41	Service Contract Labor Standards	All Orders subject to the Service Contract Labor Standards statute.
52.222-50	Combating Trafficking in Persons	All Orders.
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements.	All Orders for exempt services.
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements.	All Orders for exempt services.
52.222-54	Employment Eligibility Verification	All Orders.
52.222-55	Minimum Wages Under Executive Order 13658	All Orders subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and which are to be performed in whole or in part in the United States.
52.222-60	Paycheck Transparency (Executive Order 13673)	All Orders that exceed \$500,000, at all tiers, for other than commercially available off-the-shelf items.
52.222-62	Paid Sick Leave Under Executive Order 13706	All Orders subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and which are to be performed in whole or in part in the United States.
52.223-3	Hazardous Material Identification and	All Orders requiring the delivery of hazardous materials.



	Material Safety Data	
52.223-7	Notice of Radioactive Materials	All Orders for radioactive materials meeting the criteria in paragraph (a) of this clause.
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	All Orders exceeding the micro-purchase threshold.
52.225-8	Duty-Free Entry.	All Orders pursuant to which: (1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or (2) other foreign supplies in excess of \$15,000 may be imported into the customs territory of the United States.
52.225-13	Restrictions on Certain Foreign Purchases.	All Orders.
52.225-26	Contractors Performing Private Security Functions Outside the United States	All 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.
52.227-1	Authorization and Consent.	All Orders expected to exceed the simplified acquisition threshold.
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	All Orders expected to exceed the simplified acquisition threshold.
52.227-9	Refund of Royalties.	All Orders in which the amount of royalties reported during negotiation of the Order exceeds \$250.
52.227-10	Filing of Patent Applications—Classified Subject Matter.	All Orders that cover or are likely to cover classified subject matter.
52.227-11	Patent Rights—Ownership by the Contractor.	All Orders for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.
52.227-13	Patent Rights—Ownership by the Government.	All Orders for experimental, developmental, or research work.
52.227-14	Rights in Data—General	All Orders.
52.228-5	Insurance—Work on a Government Installation.	All Orders that require work on a Government installation.
52.230-2	Cost Accounting Standards.	All Negotiated Orders in excess of \$750,000, excluding negotiated Orders otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.
52.230-3	Disclosure and Consistency of Cost Accounting Practices.	All Negotiated Orders in excess of \$750,000, excluding negotiated Orders otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.
52.230-4	Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns	All Negotiated Orders in excess of \$750,000, excluding negotiated Orders otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.
52.230-6	Administration of Cost Accounting Standards	All Orders containing the clause at FAR 52.230-2, FAR 52.230-3, FAR 52.230-4, or FAR 52.230-5.
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	All Orders with small business concerns.
52.234-1	Industrial Resources Developed Under Title III, Defense Production Act.	All Orders.
52.242-15	Stop-Work Order	All Orders.
52.244-6	Subcontracts for Commercial Items	All Orders.
52.245-1	Government Property.	All Orders under which Government property is acquired or furnished for Order performance.
52.247-63	Preference for U.S.-Flag Air Carriers.	All Orders that may involve international air transportation.
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	All Orders.
52.248-1	Value Engineering.	All Orders.
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	All Orders that are first-tier subcontracts exceeding the simplified acquisition threshold, excluding Orders for commercial items or components.
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	All Orders.
252.203-7004	Display of Hotline Posters.	All Orders exceeding \$5.5 million, excluding Orders for the acquisition of a commercial item.
252.204-7000	Disclosure of Information.	All Orders.
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	All Orders for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.
252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol.	All Orders subject to the provisions of the U.S. International Atomic Energy Agency Additional Protocol.
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	All Orders for operationally critical support or for which performance will involve covered defense information.
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material.	All Orders for items containing precious metals.
252.211-7000	Acquisition Streamlining.	All Orders exceeding \$1.5 million.

252.211-7003	Item Identification and Valuation	All Orders for items for which item unique identification is required in accordance with this clause.
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	All Orders valued in excess of \$1 million, excluding Orders for the acquisition of commercial items.
252.222-7007	Representation Regarding Combating Trafficking in Persons	All Orders.
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	All Orders that require, may require, or permit Seller access to a DoD installation.
252.223-7008	Prohibition of Hexavalent Chromium	All Orders.
252.225-7001	Buy American and Balance of Payments Program	All Orders.
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies.	All Orders for items covered by the United States Munitions List.
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	All Orders for items containing specialty metals.
252.225-7013	Duty-Free Entry.	All Orders for: (1) qualifying country components; or (2) nonqualifying country components for which the duty will exceed \$200 per unit.
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings.	All Orders, excluding Orders for: (1) commercial items; or (2) items that do not contain ball or roller bearings.
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain.	All Orders for items containing welded shipboard anchor and mooring chain, four inches or less in diameter.
252.225-7021	Trade Agreements	All Orders.
252.225-7025	Restriction on Acquisition of Forgings.	All Orders for forging items or for other items that contain forging items.
252.225-7036	Buy American—Free Trade Agreements--Balance of Payments	All Orders.
252.225-7048	Export-Controlled Items	All Orders.
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	All Orders exceeding \$500,000.
252.227-7013	Rights in Technical Data Noncommercial Items	All Orders pursuant to which technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from Seller for delivery to the Government.
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.	All Orders pursuant to which noncommercial computer software or computer software documentation is to be obtained from Seller for delivery to the Government.
252.227-7015	Technical Data – Commercial Items	All Orders pursuant to which technical data related to commercial items developed in any part at private expense will be obtained from Seller for delivery to the Government.
252.227-7016	Rights in Bid or Proposal Information.	All Orders.
252.227-7019	Validation of Asserted Restrictions--Computer Software.	All Orders pursuant to which Seller will be furnishing computer software to the Government.
252.227-7030	Technical Data--Withholding of Payment	All Orders that include the clause at 252.227-7013.
252.227-7037	Validation of Restrictive Markings on Technical Data	All Orders requiring the delivery of technical data.
252.227-7038	Patent Rights—Ownership by the Contractor (Large Business).	All Orders for experimental, developmental, or research work, excluding Orders for work to be performed by a small business concern or nonprofit organization.
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	All Orders.
252.246-7003	Notification of Potential Safety Issues	All Orders for: (1) parts identified as critical safety items; (2) systems and subsystems, assemblies, and subassemblies integral to a system; or (3) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	All Orders for electronic parts or assemblies containing electronic parts.
252.246-7008	Sources of Electronic Parts.	All Orders for electronic parts or assemblies containing electronic parts, unless the Seller is the original manufacturer.
252.247-7023	Transportation of Supplies by Sea	All Orders pursuant to which Seller will transport supplies by sea.
252.247-7024	Notification of Transportation of Supplies by Sea	All Orders.
252.249-7002	Notification of Anticipated Contract Termination or Reduction.	All Orders exceeding \$700,000.