

KULITE SEMICONDUCTOR PRODUCTS, INC.
TERMS AND CONDITIONS OF SALE
Government Supplement

When the materials, and products ("Products") or services, including the products resulting from services are for use in connection with a U.S. Government Prime Contract or higher-tier subcontract, in addition to the Kulite Terms and Conditions of Sale, the following FAR and DFARS clauses in effect on the date of the Agreement shall apply if applicable.

The following notes apply throughout the applicable clauses incorporated by reference below.

- Supplier is a small business as defined by the Small Business Administration. The Product supplied by Supplier under this Agreement constitutes either "commercial item" or "commercially available off-the-shelf item" as defined by FAR 2.101.
- Where necessary to make the clauses applicable to this Agreement, the terms "Contractor," "Contracting Officer" and "Government" shall be revised to suitably identify the contracting parties taking into account their authority limitations set by regulation or law. However, the words "Government" and "Contracting Officer" do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or his or her duly authorized representative, and (2) when title to property is to be transferred directly to the Government.
- Any below listed FAR or DFARS clause that does not apply to a particular order as indicated by the related FAR or DFARS prescription or the text of the clause, is considered to be self deleting.

A. The following FAR clauses apply to this Agreement:

- 52.204-02 SECURITY REQUIREMENTS (AUG 1996)
(Applicable if the performance under this Agreement requires access to classified information.)
- 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)
- 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015)
- 52-212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAR 2016)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 2010)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)
- 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)
- 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) (Applies if the Product was manufactured with or contains ozone depleting substances.)
- 52.225-1 BUY AMERICAN ACT -- SUPPLIES (MAY 2014) (Applies if the Product contains other than domestic components.)
- 52.225-5 TRADE AGREEMENTS (NOV 2013) (Applies if the Product contains other than U.S. made or designated country end products as specified in the clause.)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2015)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

B. The following FAR clauses apply to this Agreement if the value of this Agreement equals or exceeds \$3,000:

- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
- 52.223-18 ENCOURAGING CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

C. The following FAR clauses apply if the value of this Agreement equals or exceeds \$10,000:

- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
- 52.222-26 EQUAL OPPORTUNITY (SEP 2016)
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

D. The following FAR clauses apply if the value of this Agreement equals or exceeds \$15,000:

- 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

E. The following FAR clauses apply if the value of this Agreement equals or exceeds \$100,000:

- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

F. The following FAR clauses apply if the value of this Agreement equals or exceeds \$150,000:

- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (OCT 2015)

G. The following FAR clauses apply if the value of this Agreement equals or exceeds \$5.5 Million:

- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015) (Applicable if the period of performance is 120 days or over. Paragraph (c) does not apply.)

H. The following DFARS clauses apply if this order is a subcontract under a prime contract awarded to Buyer by the U.S. Department of Defense:

- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
- 252.204-7000 DISCLOSURE OF INFORMATION (DEC 2016)
- 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (PCT 2016)
- 252.204-7012 SAFEGUARDING OF COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)
- 252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011)
- 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENT PROGRAM (DEC 2012)
- 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014)
- 252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)
- 252.227-7013 RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS (FEB 2014)
- 252.227-7015 TECHNICAL DATA – COMMERCIAL ITEMS (FEB 2014)
- 252.227-37 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (APR2014)
- 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

CERTIFICATIONS AND REPRESENTATIONS

Seller acknowledges that Buyer will rely upon Seller certifications and representations contained in this clause and in any written offer, proposal or quote, or company profile submission, which results in award of a contract to Seller. By entering into such contract, Seller republishes the certifications and representations submitted with its written offer, including company profile information, and oral offers/quotations made at the request of Buyer, and Seller makes those certifications and representations set forth below. Seller shall immediately notify Buyer of any change of status regarding any certification or representation.

- FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Applies if the value of this Agreement equals or exceeds \$150,000.)

Seller hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

- FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
Seller certifies, to the best of its knowledge and belief, that Seller and/or any of its Principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. Seller shall provide immediate written notice to Buyer if, at any time prior to contract award, Seller learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
Seller represents that if Seller has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (a) Seller has filed all required compliance reports and (b) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
- FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE
Seller represents: (a) that Seller has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 C.F.R. 60-1 and 60-2), or (b) that in the event such a program does not presently exist, Seller will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of this Agreement.



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