

Astronics Ballard Technology Purchase Order Terms and Conditions

1. GENERAL PROVISIONS

- a. The Purchase Order, together with these terms and conditions, and any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the "Purchase Order") constitutes the entire and exclusive agreement between Ballard Technology, Inc. (BALLARD), doing business as Astronics Ballard Technology, and the supplier (SUPPLIER) identified in the Purchase Order. Unless specifically agreed to in writing by a BALLARD authorized representative, BALLARD objects to, and is not bound by, any term or condition that differs from these terms and conditions. SUPPLIER's electronic acceptance, acknowledgement of this Purchase Order, or commencement of performance constitutes SUPPLIER's acceptance of these terms and conditions.
- b. The term "ARTICLE(S)" refers to the goods, products, supplies, assemblies, materials, technical data, drawings, services, or other similar items constituting the subject matter of this Purchase Order, which are provided by SUPPLIER to BALLARD under this Purchase Order.
- c. This Purchase Order will be governed by the laws of the State of Washington without regard to its conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Purchase Order.
- d. All disputes under this Purchase Order that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Until final resolution of any dispute under this Purchase Order, SUPPLIER shall diligently proceed with the performance of this Purchase Order as directed by BALLARD.
- e. A party's failure or neglect to exercise any of its right under this Purchase Order will not be deemed to be a waiver of that or any other of its rights.
- f. SUPPLIER may not assign any of its rights, duties, or obligations under this Purchase Order without the prior written consent of BALLARD, which will not be unreasonably withheld. BALLARD may void any attempted assignment or delegation undertaken without BALLARD's prior written consent.
- g. If BALLARD consents to the use of a Subcontractor, SUPPLIER shall:
 - i. Guarantee and will remain liable for the performance of all subcontracted obligations.
 - ii. Indemnify BALLARD for all damages and costs, subject to the limitations in Section 12 (Limitations of Liability) incurred by BALLARD or any third party and caused by the acts or omissions of SUPPLIER's Subcontractors.

- iii. Make all payments to its Subcontractors. If SUPPLIER fails to timely pay a Subcontractor for work performed, BALLARD will have the right, but not the obligation, to pay the Subcontractor and offset any amount due to SUPPLIER by any amount paid to the Subcontractor. SUPPLIER shall indemnify BALLARD for all damages and costs, without limitation, incurred by BALLARD and caused by SUPPLIER's failure to pay a Subcontractor.
- iv. Flow down all applicable requirements of this Purchase Order, including key characteristics, to its Subcontractors.

2. QUALITY

- a. SUPPLIER is responsible for the quality of the ARTICLES delivered, as well as for strict compliance with the specifications stated in the Purchase Order or in any separate documents that may govern the provision of the ARTICLES. SUPPLIER shall flow down to its supply chain all applicable requirements described in this section.
- b. SUPPLIER shall provide and maintain a quality control system and a counterfeit parts prevention system necessary for compliance with the specifications and requirements stated in the Purchase Order and in any separate documents that may govern the provision of the ARTICLES including any other specific quality requirements. SUPPLIER shall promptly notify BALLARD of the loss of its certification or other significant changes in the status or effectiveness of its quality control system or counterfeit parts prevention system.
- c. SUPPLIER shall obtain BALLARD's approval before making any changes to ARTICLES or processes that could affect form, fit, function, quality, or previous First Article Inspection results. Unless otherwise indicated by BALLARD in writing in the Purchase Order or on other drawings or specifications in connection with the ARTICLES ordered, all statutory, official and/or customary standards apply to the ARTICLES.
- d. SUPPLIER shall not deliver to BALLARD (i) any non-conforming ARTICLES, (ii) ARTICLES containing counterfeit parts, or (iii) any ARTICLES for which the SUPPLIER cannot provide credible evidence of traceability to the original manufacturer or a qualified aftermarket manufacturer. SUPPLIER shall provide BALLARD with timely reporting, disposition requirements, and specific identity when a previously delivered ARTICLE is found by the SUPPLIER to be non-conforming or containing counterfeit parts.
- e. SUPPLIER shall keep and maintain inspection, test and related records, for a minimum of ten (10) years. Copies of these records and all information related to it will be made available to BALLARD or BALLARD's representative upon

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request. When records are discarded, they will be permanently destroyed.

- f. SUPPLIER shall grant right of access to BALLARD, its customers, and regulatory authorities to all of SUPPLIER's facilities and quality records, processes, and procedures associated with this Purchase Order.
- g. SUPPLIER shall not deliver to BALLARD without specific written authorization from Ballard any ARTICLES containing "open source software".
- h. SUPPLIER shall ensure that all personnel conducting work that may affect the quality of products or services provided to BALLARD are competent and meet all qualification requirements. All persons must be aware of their contribution to product or service conformity, product safety and the importance of ethical behavior.
- i. To utilize any statistical acceptance techniques by the SUPPLIER, BALLARD must approve these techniques before implementation.
- j. For any other special requirements, design and development control, critical items, key characteristics, or test, inspection, and verification, BALLARD shall indicate these requirements on the Purchase Order or design documentation.

3. INSPECTION AND ACCEPTANCE

- a. BALLARD's final inspection and acceptance of the ARTICLES after delivery or as otherwise indicated in the Purchase Order is conclusive except with regard to latent defects, fraud or such gross mistakes as amount to fraud, and the SUPPLIER's warranty obligations.
- b. BALLARD may reject any or all of the ARTICLES which do not conform to the applicable requirements. At BALLARD's option, BALLARD may (i) return the non-conforming ARTICLES to SUPPLIER for a refund or credit; (ii) require SUPPLIER to replace the non-conforming ARTICLES; or (iii) repair the non-conforming ARTICLES. Alternatively, BALLARD may accept the non-conforming ARTICLES conditioned on SUPPLIER providing a refund or credit in an amount BALLARD reasonably determines to represent the diminished value of the non-conforming ARTICLES. BALLARD's payment to SUPPLIER for ARTICLES before BALLARD'S timely rejection of such ARTICLES as non-conforming will not constitute unconditional acceptance of the ARTICLES.

4. WARRANTY

- a. SUPPLIER warrants that its ARTICLES are not counterfeit and are merchantable, of best quality, free from defects in materials and workmanship, as ordered and described and in strict conformance with all descriptions, drawings and

specifications submitted by BALLARD or as specified in writing by SUPPLIER. The SUPPLIER further warrants that it has clear title to all ARTICLES and that they are being delivered free and clear of any encumbrance.

- b. APPROVED SOURCES: SUPPLIER warrants that all materials and components purchased by, supplied to, or used in the manufacture or assembly of all ARTICLES delivered to BALLARD by SUPPLIER have been acquired directly from an approved OEM manufacturer or from an OEM manufacturer's "authorized" or "franchised" distributors. SUPPLIER acknowledges that the use of materials or components acquired from "Independent" distributors or "brokers" is prohibited unless written permission is obtained from BALLARD in advance. For the purposes intended by this provision, "authorized" or "franchised" distributors are defined as those distributors holding a distribution agreement with the designated OEM manufacturer, which agreement provides for full OEM warranty coverage, provision of OEM technical and engineering support, access to OEM technical or test data, original OEM certificates of conformance, and full traceability and chain of custody documentation. Materials or components obtained from any other source(s) will be deemed to be "counterfeit".

5. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- a. SUPPLIER shall not make any unauthorized use of any third party intellectual property or incorporate or otherwise use any unauthorized third party intellectual property in the ARTICLES provided to BALLARD. SUPPLIER warrants that neither the ARTICLES nor the sale of the ARTICLES covered by this Purchase Order will infringe upon or violate any trademarks, patents, copyright or other legal rights of third parties. SUPPLIER agrees to indemnify and save BALLARD harmless from and against any and all claims, liability, loss, costs, attorneys' fees, expenses and damages due to or arising from any such alleged infringement or violation.
- b. All specifications, data and other information furnished by BALLARD or its agents is confidential and will be treated by SUPPLIER as confidential and not disclosed to any other person or used for any purpose other than performing this Purchase Order, unless SUPPLIER obtains written permission from BALLARD to do so. Any such information will be returned to BALLARD after completion of performance by SUPPLIER under this Purchase Order or when requested by BALLARD. All such information or other intellectual property of BALLARD will remain the exclusive property of BALLARD and no license thereto to SUPPLIER will be implied under this Purchase Order (except as

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necessary to perform its obligations under this Purchase Order, and then solely for the benefit of BALLARD).

- c. SUPPLIER shall not publish any information developed under this Purchase Order, nor disclose, confirm, or deny any details about the existence or subject matter of this Purchase Order, or use BALLARD's name in connection with SUPPLIER's sales promotion or publicity without prior written approval of BALLARD.

6. INSURANCE

SUPPLIER shall indemnify and defend BALLARD from any and all claims or liabilities in connection with the ARTICLES or arising out of such work. SUPPLIER shall maintain all necessary insurance coverages, including public liability and Worker's Compensation Insurance. Furthermore, SUPPLIER shall maintain general liability and product liability insurance in accordance with standard industry practice.

7. INDEPENDENT CONTRACTOR RELATIONSHIP

SUPPLIER acknowledges and agrees that it is acting under this Purchase Order solely as an independent contractor, and not as an employee of BALLARD, and will have no authority to act for or bind or obligate BALLARD in any manner except to the extent specifically authorized in writing by BALLARD. SUPPLIER acknowledges that it is solely responsible for determining the manner and means of performance under this Purchase Order. Accordingly, nothing in this Purchase Order will be construed as creating the relationship of employer and employee between BALLARD and SUPPLIER. No Agency relationship is created between BALLARD and SUPPLIER by this Purchase Order and SUPPLIER is not an agent of BALLARD. SUPPLIER shall not hold itself out as an agent of BALLARD, and shall not execute any documents on behalf of BALLARD. SUPPLIER shall not utilize BALLARD's letterhead, business card, or BALLARD's trademarks.

8. SHIPPING AND DELIVERY; TITLE

- a. SUPPLIER shall strictly adhere to all Purchase Order schedules. Time is and remains of the essence in the performance of this Purchase Order. SUPPLIER shall notify BALLARD in writing immediately of any actual or potential delay to the performance of this Purchase Order. Such notice shall include a revised schedule and shall not constitute a waiver to BALLARD's rights and remedies under this Purchase Order.
- b. SUPPLIER shall preserve, pack, package and handle the ARTICLES so as to protect the ARTICLES from loss or damage and in accordance with best commercial practices in the absence of any specifications BALLARD may provide. The SUPPLIER shall bear liability for any damage caused by inadequate packaging of the ARTICLES. SUPPLIER shall

observe the requirements of any local laws and regulations relating to hazardous ARTICLES, including, without limitation, with respect to its accompanying information, packing, labeling, reporting, carriage and disposal. SUPPLIER shall include with each delivery of ARTICLES a packing list identifying the Purchase Order number, the BALLARD part number for each of the ARTICLES (if applicable), a description and the quantity of each of the ARTICLES, and the date of shipment. Unless BALLARD expressly instructs otherwise, SUPPLIER shall deliver all ARTICLES to BALLARD's plant at the address stated in the Purchase Order. Unless otherwise indicated by BALLARD in writing in the Purchase Order, SUPPLIER assumes responsibility for all shipping and delivery charges including, without limitation, customs, duties, costs, taxes and insurance.

- c. Title to ARTICLES and risk of loss or damage to ARTICLES, except for any loss or damage covered by warranty under this Purchase Order, will pass to BALLARD only upon delivery of the ARTICLES to BALLARD's site (or such other FCA point specified by BALLARD in this Purchase Order), except that if installation services are specified in this Purchase Order, title and risk of loss will not pass to BALLARD until such installation services have been performed by SUPPLIER and accepted by BALLARD.

9. PRICE, INVOICES & SET-OFFS

- a. SUPPLIER warrants that the prices for the ARTICLES sold to BALLARD under the Purchase Order are not less favorable than those currently extended to any other customer for the same or similar ARTICLES in similar quantities. If SUPPLIER reduces its price for the ARTICLES during the term of this Purchase Order, SUPPLIER agrees to reduce the price of the Purchase Order correspondingly. SUPPLIER warrants that prices shown on this Purchase Order are complete, and no additional charges of any type will be added without BALLARD's express written consent. These additional charges include shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating.
- b. Unless otherwise specified in the Purchase Order, BALLARD shall pay undisputed SUPPLIER invoices by the calculated due date commencing 30 days after both (i) receipt of SUPPLIER's invoice and (ii) the actual or scheduled receipt, whichever is later, of ARTICLES at their destination or upon satisfactory completion of services. BALLARD may withhold for shortages and/or non-conforming ARTICLES. Ballard may take prompt pay discounts, if any, on payments within the number of allowed days after Ballard's receipt of both the ARTICLES and SUPPLIER's invoice.

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- c. If SUPPLIER is liable to BALLARD for any amounts, BALLARD may set-off against any amounts payable to SUPPLIER under this Purchase Order.

10. INSOLVENCY

If at any time BALLARD determines that SUPPLIER's financial condition does not justify continued performance on the terms agreed upon, BALLARD is entitled to terminate this agreement without any liability to the SUPPLIER. If the SUPPLIER becomes insolvent or if any proceeding is brought by or against the SUPPLIER, voluntarily or involuntarily, under bankruptcy or insolvency laws, BALLARD is entitled to suspend or terminate this agreement without any liability to the SUPPLIER.

11. TAXES AND DUTIES

- a. No federal, state, or local taxes on the ARTICLES furnished under this Purchase Order or on the sale, purchase, transportation, use, or possession of the ARTICLES will be included on any invoice rendered to BALLARD unless specifically itemized. If BALLARD furnishes the SUPPLIER an exemption certificate or other similar proof of exemption with respect to any federal, state or local tax, the invoice price will be adjusted to eliminate any such tax.
- b. SUPPLIER acknowledges and agrees that BALLARD is the entity eligible to claim any Internal Revenue Code Section 199 Domestic Production Activities Deduction that may be available with respect to this Purchase Order.
- c. SUPPLIER acknowledges and agrees that BALLARD is the entity eligible to claim any tax credits that may be available with respect to the work being done by SUPPLIER under this Purchase Order with respect to the Washington State Business and Occupation (B&O) tax, including, without limitation, as provided for under RCW 82.04.4452 and WAC 458-20-24003.

12. LIMITATIONS OF LIABILITY

BALLARD's maximum aggregate liability for its negligent acts or omissions under this Purchase Order is limited to a sum no greater than the aggregate value of the ARTICLES scheduled for delivery per the Purchase Order issued. IN NO EVENT IS BALLARD LIABLE FOR PUNITIVE, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ITS NEGLIGENT ACTS OR OMISSIONS UNDER THIS PURCHASE ORDER. Any action against BALLARD relating to the ARTICLES delivered under this Purchase Order must be commenced within one year after the cause of action has accrued.

13. EXCUSABLE DELAYS/FORCE MAJEURE

The following events constitute Force Majeure under this Purchase Order: (i) acts of God or of a public enemy; (ii) acts of Government; (iii) fires; (iv) floods; (v) epidemics; (vi) quarantine

restrictions; (vii) strikes; (viii) freight embargoes; and, (ix) unusually severe weather. In each case, the failure to perform must be entirely beyond the control and without the fault or negligence of each party. Each party shall give the other immediate notice of a Force Majeure event that prevents the party from performing its obligations under the Purchase Order. A party's notice under this section includes the party's good faith estimate of the likely duration of the Force Majeure event. Similarly, each party shall give the other immediate notice of the cessation of the Force Majeure event and resume full performance of its obligations.

14. CHANGES

- a. By written order, BALLARD may from time to time make reasonable changes to: (i) technical requirements; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities, delivery schedules or both; (v) amount of BALLARD-furnished property; (vi) time of performance; and (vii) place of performance.
- b. If any such changes cause an increase or decrease in the price or in the time required for its performance, SUPPLIER shall promptly notify BALLARD of the occurrence and assert its claim for equitable adjustment within ten (10) days after the change is ordered. If BALLARD believes an equitable adjustment is warranted, it will grant the adjustment. However, nothing in this provision will excuse SUPPLIER from proceeding immediately with the directed changes. Changes are not binding upon BALLARD except when specifically confirmed in a written Purchase Order or Change Order.

15. TERMINATION

- a. FOR CONVENIENCE: BALLARD may terminate all or any part of this Purchase Order for its sole convenience. Upon termination, SUPPLIER shall immediately stop all work under this Purchase Order, and cause any of its suppliers or subcontractors to do the same. SUPPLIER will not be paid any termination charge, except with respect to services and custom-made goods, for which SUPPLIER will be paid a percentage of the Purchase Order price reflecting the percentage of the work performed before the notice of termination.
- b. FOR DEFAULT: (i) BALLARD may by written Notice of Default to SUPPLIER, terminate this Purchase Order in whole or in part, or require SUPPLIER to post such financial assurance bond as BALLARD deems reasonably necessary, if SUPPLIER fails to: (1) deliver ARTICLES within the time specified in this Purchase Order or any extension; (2) make progress, so as to endanger performance of this Purchase Order, or (3)

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perform any of the other provisions of this Purchase Order.

(ii) BALLARD may require SUPPLIER to transfer title and deliver to BALLARD, if and in the manner directed by BALLARD, any partially completed ARTICLES and raw materials as SUPPLIER has produced or acquired for the performance of this Purchase Order, including the assignment to BALLARD of SUPPLIER's subcontracts. SUPPLIER further agrees to protect and preserve property in the possession of SUPPLIER in which BALLARD has an interest. Payment for completed ARTICLES delivered to and accepted by BALLARD will be at the Purchase Order price. Payment for unfinished ARTICLES, which have been delivered to and accepted by BALLARD and for the protection and preservation of property, will be at a price determined in the same manner as provided in Section 15(a) except that SUPPLIER shall not be entitled to profit. BALLARD may withhold from SUPPLIER moneys otherwise due SUPPLIER for completed ARTICLES in any amounts as BALLARD determines necessary to protect BALLARD against loss due to outstanding liens or claims against these ARTICLES.

16. COMPLIANCE WITH LAWS

- a. SUPPLIER warrants that all ARTICLES provided under this Purchase Order are in compliance with applicable federal, state and local laws, ordinances, codes, rules, regulations or standards. SUPPLIERS located within the United States also warrant that they shall at all times comply with applicable provisions relating to government contractors and subcontractors, which provisions, and any contract clauses required under the applicable provisions, are incorporated in this Purchase Order by reference. BALLARD shall make a list of applicable regulations available on request. SUPPLIER agrees to comply with these regulations and to provide BALLARD with compliance certification.
- b. EXPORT LAWS AND REGULATIONS
 - i. In performing its obligations under this Purchase Order, SUPPLIER shall comply with the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), regulations and orders administered by the Treasury Department's Office of Foreign Assets Control, and other United States export control and asset control laws, regulations, and orders, as they may be amended from time to time (collectively, "Export Control Laws").
 - ii. SUPPLIER shall, upon written request of BALLARD, provide the Export Control Classification Numbers ("ECCNs") for each ARTICLE being delivered to BALLARD as well as the ECCNs for any components or

parts of each ARTICLE, if the ECCNs of such component are different from the ECCNs of the ARTICLE at issue.

- iii. Without written authorization from BALLARD to the contrary, SUPPLIER represents that (1) any ARTICLES, and the parts and components thereof, it is providing in conjunction with this Purchase Order are not currently "defense articles" as that term is defined in 22 C.F.R. § 120.6 of the ITAR and (2) the services that SUPPLIER is providing in conjunction with this Purchase Order are not currently "defense services" as that term is defined in 22 C.F.R. § 120.9 of the ITAR. SUPPLIER acknowledges that this representation means that an official capable of binding SUPPLIER knows or has otherwise determined that such items, and the parts and components thereof, are not currently on the United States Munitions List at 22 C.F.R. § 121.1. Each party agrees to reasonably cooperate with the other in providing, upon written request of the other party, documentation or other information that supports or confirms this representation, including, for example, Commodity Jurisdiction Determinations.
 - iv. If any such ARTICLES, or any parts or components thereof, were specifically designed or modified for a military end use or end user, SUPPLIER shall notify BALLARD of this fact and shall also provide BALLARD with written confirmation from the United States Department of State that these ARTICLES, and all the parts or components, are dual-use items subject to the jurisdiction of the Department of Commerce.
- c. CONFLICT MINERALS
 - i. SUPPLIER is expected to ensure that any ARTICLE delivered to BALLARD under this order are Democratic Republic of the Congo (DRC) conflict free (do not contain metals derived from "conflict minerals", as that term is defined below) so that they neither directly nor indirectly finance or benefit armed groups through mining or mineral trading in the DRC or an adjoining country (Angola, Burundi, Central African Republic, The Republic of the Congo, Kenya, Rwanda, South Sudan, Tanzania, Uganda, Zambia). SUPPLIER shall establish policies, due diligence frameworks and management systems, consistent with the Organization of Economic Cooperation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High Risk Areas (copy available through OECD.org web site - search for "conflict minerals"), that are designed to accomplish this goal.

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- ii. Upon request, SUPPLIER shall complete the Electronic Industry Citizenship Coalition's current "EICC GeSI Conflicts Minerals Reporting" template with updates annually or sooner if/when there are changes with regard to goods being supplied to BALLARD. This template can be found at www.responsiblemineralsinitiative.org. If the source of any conflict minerals is uncertain or unknown, SUPPLIER shall provide a description reasonably acceptable to BALLARD of measures taken to assure the appropriate sourcing and chain of custody of such materials.
- iii. As used above, the term "conflict minerals" has the meaning ascribed to it under The Dodd-Frank Act and includes, without limitation, gold, tin, tantalum and tungsten, or any other mineral or its derivatives determined by the US Secretary of State to be financing conflict in the DRG.
- d. **RoHS COMPLIANCE**
Unless the BALLARD Purchase Order calls out an ARTICLE for which the specifications, drawings and other written representations unambiguously declare the ARTICLE not to be RoHS compliant, SUPPLIER represents that any ARTICLE delivered to BALLARD under this order is in compliance with the European Union (EU) Directive 2011/65/EU on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (RoHS Recast). When requested by BALLARD, SUPPLIER will promptly provide BALLARD with written certification that the ARTICLE(S) is in compliance with the RoHS Directive.
- e. **REACH COMPLIANCE**
 - i. "REACH" is European Union Regulation (EC) No 1907/2006 concerning the "Regulation on Registration, Evaluation, Authorization and Restriction of Chemicals" which went into force on June 1, 2007. Under REACH, BALLARD's customers within the European Union may require that BALLARD identify any Substances of Very High Concern (SVHC) from the Candidate List as defined under REACH, and BALLARD will need to have SUPPLIER identify any such SVHCs in its ARTICLES. Upon request, SUPPLIER agrees (1) to provide to BALLARD, at no increase in contract price, information regarding any SVHC's present in SUPPLIER's ARTICLES, including the SVHC's name, amount contained, by weight, total part weight and safe usage information, based on the Candidate List in place at the time of receipt of request, (2) to submit response within 45 days upon receipt of request, and (3) to permit BALLARD to disclose such information to its customers or regulatory authorities for the purpose of compliance with the REACH regulation. If at any time, the ARTICLE's chemical composition change after a response is provided, SUPPLIER is required to provide BALLARD with the revised information. BALLARD reserves the right to request REACH information up to thirty-six months after last shipment of an ARTICLE by SUPPLIER to BALLARD.
 - ii. Information on REACH and the current Candidate List chemicals can be found on the European Chemicals Agency website available at: <http://echa.europa.eu>. During performance of this Purchase Order SUPPLIER shall monitor the Candidate List on a regular basis and provide to BALLARD information on new SVHCs contained in SUPPLIER's ARTICLES being delivered under this Purchase Order as they are added. BALLARD reserves the right to re-survey SUPPLIER if new chemicals are added to the Candidate List before ARTICLE shipment to the European Economic Area.
- f. **EQUAL OPPORTUNITY COMPLIANCE**
 - i. **This Purchase Order incorporates by reference the following clauses: 41 CFR §60-1.4(a); 41 CFR §60-300.5(a); 41 CFR §60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A. SUPPLIER must abide by non-segregation regulations at 41 CFR §60-1.8 and any applicable affirmative action obligations as required by 41 CFR §60-1.40(a)(2).**
 - ii. **BALLARD and SUPPLIER shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**
- g. **FAR/DFARS FLOWDOWN PROVISIONS**
If this Purchase Order is in support of a U.S. Government contract, the FAR and DFARS clauses referenced in that contract are incorporated in this Purchase Order by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, during the performance of that contract.