

**Terms and Conditions
for
Requests for Quotes
and
Purchase Orders
in support of
Federal-Government Contracts
with
Flow-Down Clauses**

Source One Spares LLC

09/02/2023



SOURCE ONE SPARES
REQUEST FOR QUOTE / PURCHASE ORDER TERMS AND CONDITIONS
IN SUPPORT OF
FEDERAL-GOVERNMENT CONTRACTS

1. **This request for quote and any resulting purchase/repair order** is an offer to the vendor to contract on the terms set forth herein, and such offer expressly limits acceptance by vendor to the terms set forth herein, and any additional or different terms proposed by vendor are specifically rejected, unless expressly agreed to in a subsequent writing signed by an authorized representative of source one spares LLC.
2. **Specification, Certification and Traceability.** The material, parts, equipment or items ("goods") supplied shall comply with the applicable part numbers and other specifications stipulated on this Order. No substitutes are permitted except upon the prior written consent of Source One Spares LLC.

All parts must include full proof of traceability back to the last operator and all used parts must include a non-incident, non-government, non-military use statement along with the original material certification form that meets the requirements of ATA Spec 106 stating the part is in the same condition as listed on the Authorized Release Certification. New parts must include certification and traceability back to the Original Equipment Manufacturer (OEM) stating that the material is new. Overhauled, repaired, inspected, or modified parts must include along the above, the details of work performed or teardown report, including Service Bulletins (SB) number, modification number or Airworthiness Directives (D), with revision number and date. Repairable, As-Is, and As-Removed parts documents must state that the part is repairable, as-is, where is, or as removed. Teardown Parts must include the signed removal tag along with other information as outlined on Source One's Repair Order. Signatures are required on all certifications. Include all original trace paperwork with the shipment. An FAA 8130-3 shall be supplied whenever possible.

3. **Packaging.** All goods will be packed and marked (including notice of hazardous substances) in accordance with industry standards and will comply with applicable laws and carrier requirements. Goods will be packed in accordance with ATA 300. Written permission is required from Source One Spares if packaging is not in accordance with ATA 300. Each container will be marked with applicable Order number and be accompanied by one copy of the shipping papers.
4. **Title and Risk of Loss.** Title and risk of loss of goods purchased hereunder will be borne by Vendor until goods are received, in accordance with the terms hereof, at the FOB point specified herein at which time title and risk of loss will be borne by Source One Spares LLC.
5. **Termination for Convenience.** Source One Spares LLC may at any time prior to delivery terminate this Order for its convenience, in whole or in part, by written, telegraphic or verbal notice confirmed in writing to Vendor. If Vendor has specially manufactured the goods to fill this Order and is unable to make other commercially reasonable disposition of the goods, Source One Spares LLC will pay Vendor the costs incurred for the work performed by Vendor in respect of such goods at the time of written notification by Source One Spares LLC. Vendor will mitigate such costs to the extent it is reasonably possible. Source One Spares LLC's liability under this paragraph will not exceed the aggregate price specified in this Order.

6. **Inspection.** All goods ordered will be subject to inspection and acceptance at destination by Source One Spares LLC or its authorized representative within a commercially-reasonable time.
7. **Delays.** Time is of the essence for performance of this Order. If any goods or services are not delivered within the time specified, Source One Spares LLC in addition to any other remedies provided by law, may refuse to accept all or any part of such goods or services and cancel this Order; provided however, neither party will be liable for delays in delivery caused by force majeure which shall include Acts of God, war, fire, flood, explosion or earthquakes or any other cause beyond its control.
8. **Prices.** The prices set forth in this Order are all inclusive, including, but not limited to taxes, the cost of packing, crating, materials, shipping, and delivery to the FOB point. Prices are not subject to revision.
9. **Warranties.** Vendor warrants that (a) all goods and services when delivered will be merchantable and free from defects in workmanship and material, will conform strictly to the specifications, drawings, samples, or other description specified herein or furnished herewith, and will be fit for their ordinary intended purposes and any special purpose specified by Source One Spares LLC; (b) it has good title to the goods free from all encumbrances and that it will defend such title against demands of all persons whomsoever arising from any event or condition occurring prior to delivery of the goods; (c) goods of Vendor's design or production will be free from defects in design or production; and (d) it has all required authority and approvals to sell the goods to and perform the services for Source One Spares LLC. All warranties shall run to Source One Spares LLC, its successors, assigns, and all persons to whom the goods may be resold.
10. **Indemnity.** Vendor hereby releases and agrees to indemnify, defend and hold harmless Source One Spares LLC, its officers, directors, employees and agents against all losses, liabilities, damages, costs, and expenses (a) arising from infringement or alleged infringement of any United States or foreign letters patent or any other intellectual property right by the services provided hereunder or by any of the goods delivered hereunder which were designed or manufactured by Vendor, and Vendor will defend or settle at its own expense any suit or proceeding brought for such infringement; and (b) for deaths of or injuries to any persons whomsoever, and for loss of, damage to, delay in delivery or destruction of any property arising out of or in any way connected with the services performed or goods sold hereunder, except to the extent such loss is caused solely by Source One Spares LLC's willful misconduct.
11. **DPAS.** Vendor is required to comply with the mandatory requirements of the Defense Priorities and Allocations System (DPAS) (15 CFR, Part 700), if a DO/DX priority rating is assigned to this Order.
12. **Assignment.** Vendor may not assign any rights or obligations arising under this Order without the prior written consent of Source One Spares LLC.
13. **Modifications.** No modifications of this Order will be binding on Source One Spares LLC unless in writing and signed by Source One Spares LLC or its agent. Source One Spares LLC reserves the right to make, and Vendor agrees to accept, reasonable changes to this Order, including changes as to packing, testing, destinations, specifications, designs, and delivery schedules, but changes will be authorized only by Source One Spares LLC's written instructions. If such instructions affect delivery or price, Vendor will notify Source One Spares LLC immediately, and an equitable adjustment in prices or other terms hereof will be agreed upon in a written amendment to this Order. Source One Spares LLC's (a) failure to insist on strict performance of any term or condition hereof; or (b) failure or delay to exercise any right or remedy provided herein or by law or properly

to notify Vendor in the event of breach; or (c) acceptance of or payment for goods hereunder; or (d) approval of any design will not release Vendor from any of the warranties or obligations of this Order and will not be deemed a waiver of any right of Source One Spares LLC to insist upon strict performance hereof or of any of its rights or remedies as to any prior or subsequent default hereunder; nor will any purported oral modification or rescission of this Order by Source One Spares LLC operate as a waiver of any term or condition hereof.

14. **General.** This is a standalone Order and any other agreements in place between the Vendor and Source One Spares LLC shall not have an effect on this Order, unless mutually agreed to in writing by the Vendor and Source One Spares LLC.
15. **Governing Law.** This Agreement shall be construed and governed according to the law of the State of Texas. If the Vendor is from a country which has ratified the 1980 U.N. Convention on Contracts for the International Sale of Goods, the rights and obligations of the parties shall not be governed by such Convention, but shall be governed by the law of the State of Texas.
16. **Government Contract.** As this is an Order for a U.S. Government Contract, the required Federal Acquisition Regulation provisions and agency supplemental provisions in effect on the date of this Order are applicable to this Order, as shown in Attachment I to these Terms and Conditions.
17. **Export Compliance:** When applicable, please provide answer

Source Once Spares LLC complies with the requirements of the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR). A Request for Quote and Purchase Order issued will require EAR or ITAR applicability as addressed in DFARS 252.225-7048, contained in Attachment I.

18. Important Links

New Vendor Form: If you are a new vendor to Source Once Spares LLC, please complete the form at this link:

https://sourceonespares.formstack.com/forms/new_vendor_form_admin_supplier_audit_form

Bank Account Wire Transfer and ACH Instructions:

https://sourceonespares.formstack.com/forms/wire_instructions_for_vendors

ATTACHMENT I
SOURCE ONE SPARES
REQUEST FOR QUOTE / PURCHASE ORDER
FEDERAL-GOVERNMENT CONTRACT
SUBCONTRACTOR FLOW-DOWN CLAUSES

FLOW-DOWN CLAUSES

The following clauses are applicable to commercial and non-commercial Purchase Orders issued by Source One Spare.

Commercial and non-commercial goods and services as defined in FAR Part 2.

FEDERAL ACQUISITION REGULATION FLOW-DOWN CLAUSES

REFERENCE	TITLE	DATE
52.203-6	Restrictions on Subcontractor Sales to the Government. <i>(Applies when exceeding the Simplified Acquisition Threshold.)</i>	(Jun 2020)
52.203-13	Contractor Code of Business Ethics and Conduct <i>(Applies when >\$6M & more than 120-day performance period.)</i> <i>In the event the Subcontractor makes a disclosure pursuant to this clause that relates to, arises out of or involves the Subcontract or any Subcontract with SOURCE ONE SPARES LLC, the Supplier shall:</i> <i>(i) Notify SOURCE ONE SPARES LLC in writing that a disclosure has been made:</i> <i>(II) promptly provide a copy to SOURCE ONE SPARES LLC of the disclosure provided to the Government:</i> <i>(iii) keep SOURCE ONE SPARES LLC reasonably informed of the consequences, if any, of the disclosure.)</i>	(Nov 2021)

52.203-15	<p>Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5),</p> <p><i>(Applies if the subcontract is funded in whole or in part with Recovery Act funds.)</i></p>	(Jun 2010)
52.203-19	<p>Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts <i>(and as extended in continuing resolutions)</i>).</p> <p><i>(Applies to all subcontracts.)</i></p>	(Jan 2017)
52.204-10	<p>Reporting Executive Compensation and First-Tier Subcontract Awards</p> <p><i>(Applies to all subcontracts of \$30,000 or more.)</i></p> <p><i>(Source One Spares LLC is required to report information on a first-tier subcontract when the subcontract is awarded, except if in the previous tax year, the subcontractor had gross income from all sources under \$300,000.)</i></p> <p><i>(By law, information reported by subcontractors is made public.)</i></p>	
52.204-15	<p>Service Contract Reporting Requirements for Indefinite-Delivery Contracts</p> <p><i>(Applies to all subcontracts \geq\$500K.)</i></p> <p><i>Provide the following detailed information to Source One Spares LLC in sufficient time to submit the report required by the clause:</i></p>	(Oct 2016)

	<p>(i) Subcontract number (including subcontractor name and unique entity identifier), and</p> <p>(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.)</p> <p>(The information provided by the subcontractor will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.)</p>	
52.204-21	<p>Basic Safeguarding of Covered Contractor Information Systems</p> <p>(Applies when subcontractors may have Federal contract information residing in or transiting through its information system.)</p>	(Nov 2021)
52.204-23	<p>Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities</p> <p>(Applies to all subcontracts.)</p>	(Nov 2021)
52.204-25	<p>Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment</p> <p>(Applies to all subcontracts.)</p>	(Nov 2021)
52.204-27	<p>Prohibition on a ByteDance Covered Application</p> <p>(Applies to all subcontracts.)</p>	(Jun 2023)
52.215-2	<p>Audit and Records-Negotiation</p> <p>(Applies when the order exceeds the Simplified Acquisition Threshold and certified or other than certified cost or pricing data are required.)</p>	(Jun 2020)

52.215-12	Subcontractor Certified Cost or Pricing Data <i>(Applies when certified cost and pricing date are required.)</i>	(Jun 2020)
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications <i>(Applies when certified cost and pricing date are required.)</i>	(Jun 2020)
52.222-21	Prohibition of Segregated Facilities <i>(Required with 52.222-26., >\$10K)</i>	(Apr 20).15)
52.222-26	Equal Opportunity (>\$10K) <i>(The subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.</i> <i>Alternate 1 (Feb 1999): Applies when Source One Spares LLC's customer waives terms of the clause. No terms have been waived.)</i>	(Sep 2016)
52.222-35	Equal Opportunity for Veterans <i>(Applies when the order is >\$150K.)</i> <i>Alternate 1 (Jul 2014): Applies when Source One Spares LLC's customer waives terms of the clause. No terms have been waived.)</i>	(Jun 2020)
52.222-36	Equal Opportunity for Workers with Disabilities <i>(Applies when the order is >15K.)</i> <i>Alternate 1 (Jul 2014): Applies when Source One Spares LLC's customer waives terms of the clause. No terms have been waived.)</i>	(Jun 2020)

52.222-37	<p>Employments Reports on Veterans</p> <p><i>(Applies when the order is \geq150K.)</i></p> <p><i>Alternate 1 (Jul 2014): Applies when Source One Spares LLC's customer waives terms of the clause. No terms have been waived.)</i></p>	(Jun 2020)
52.222-40	<p>Notification Of Employee Rights Under The Labor Relations Act</p> <p><i>(Applies when the order is $>$\$10K.)</i></p>	(Dec 2010)
52.222-41	<p>Service Contract Labor Standards</p> <p><i>(Applies when the order is $>$\$2,500.)</i></p>	(Aug 2018)
52.222-50	<p>Combating Trafficking In Persons</p> <p><i>(Alternate 1, when performance is outside the U.S.)</i></p> <p><i>(Applies to all subcontracts.)</i></p>	(Nov 2021)
52.222-51	<p>Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements</p> <p><i>(Applies only if the subcontractor's prices are based (1) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.</i></p> <p><i>(2) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.)</i></p>	(May 2014)

52.222-54	Employment Eligibility Verification <i>(Applies when the order is >\$150K.)</i>	(May 2022)
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 <i>(Applies when the Service Contract Act applies, >\$2.5K.)</i>	(Jan 2022)
52.222-62	Paid Sick Leave Under Executive Order 13706 <i>(Applies when the Service Contract Act applies, >\$2.5K.)</i>	(Jan 2022)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors <i>(Applies to all subcontracts when the government provides accelerated payments to Source One Spares.)</i>	(Mar 2023)
52.244-6	Subcontracts for Commercial Products and Commercial Services <i>(Applies for the purchase of commercial products or commercial services.)</i>	(Feb 2024)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels <i>(That may involve ocean transportation of supplies subject to the Cargo Preference Act of 1954. (Requires the Department of Defense to use only U.S.-flag vessels for ocean transportation of supplies for the Army, Navy, Air Force, or Marine Corps unless those vessels are not available at fair and reasonable rates.)</i>	(Nov 2021)

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENTAL FLOW-DOWN CLAUSES

REFERENCE	TITLE	DATE
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting <i>(Applies to all subcontracts.)</i>	(Jan 2023)
252.204-7020	NIST SP 800-171 DoD Assessment Requirements <i>(Applies to all subcontracts.)</i>	(Jan 2023)
252.211-7003	Item Unique Identification and Valuation <i>(Required for delivered items for which the Government's unit acquisition cost is \$5K or more.)</i>	(Jan 2023)
252.225-7048	Export-Controlled Items <i>(Applies to all subcontracts.)</i>	(Jun 2013)
252.244-7000	Subcontracts for Commercial Products or Commercial Services <i>(Applies to all subcontracts.)</i>	(Jan 2023)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS

(APPLICABLE TO THE PURCHASE OF COMMERCIAL GOODS AND SERVICES, NOT ELSEWHERE ADDRESSED)

REFERENCE	TITLE	DATE
52.219-8	Utilization of Small Business Concerns <i>(Applies to the purchase of commercial goods and services)</i>	(Oct 2018)
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements	(May 2014)

REPRESENTATIONS AND CERTIFICATIONS

1. By accepting this Purchase Order (Order), Vendors hereby certifies that, as of the time of award, all Certifications and Representations previously submitted to SOURCE ONE SPARES LLC are still valid, in full force and effect and there have been no material changes in the Vendor's eligibility to do business with the U.S. Government. These Certifications and Representations are hereby incorporated by reference and are material representations of fact. If it is later determined that Vendor knowingly rendered an erroneous Certification or Representation, in addition to other remedies available to SOURCE ONE SPARES LLC, SOURCE ONE SPARES LLC may terminate the Order for default. Vendor shall submit updated Representations and Certifications from time-to-time as reasonable required and requested by SOURCE ONE SPARES LLC.
2. Debarred/Suspended Disclosure and Payments to Influence Certification or Disclosure:

By agreeing to this Order, the Vendor hereby certifies that as of the time of award of this Order: (1) the Vendor, or its principals, is not debarred, suspended or proposed for debarment or declared ineligible for award by any Federal agency; and (2) 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 awarding the contract or this Subcontract;
3. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this Order, the Vendor shall complete and submit, with its offer, Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Vendor need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.