

119130 – PURCHASE ORDER FLOWDOWNS

This is a rated purchase order (DOC9) certified for national defense use and you are required to follow all the provisions contained in the Defense Priorities and Allocation System (DPAS) Regulation, 15 CFR Part 700. This is a Government rating system to prioritize urgency of requirement and must be passed down to all lower-tiered subcontractors.

In addition to Buyer's terms and conditions of purchase, the following terms shall apply to purchase orders in support of the program referenced above. In the event of conflict between Buyer's terms and conditions of purchase and these terms, these terms shall take precedence.

1. Certificate of Conformance

Certificate of Conformance is required. Failure to provide documentation could result in quality hold, payment delays or rejection.

2. Shelf Life

Shelf Life Item – Type I (Non-Extendable) – 120 Months (10 Years)

Material furnished under this order shall have a minimum of 85% shelf life remaining at time of receipt.

Shelf Life Markings (Cure and Expiration Dates) shall be IAW MIL-STD-129, latest revision, and shall be known in calendar quarter and year.

Lot or Batch Number and Manufacturer/Cure/Assembly Date must be noted on packing list and Certificate of Conformance. Expiration Date shall be 10 years from Manufacturer/Cure/Assembly Date.

3. Product Verification Testing

DLAD Clause 52.246-9004, Product verification testing is incorporated and may be invoked at the discretion of the procurement activity.

4. Mercury Exclusion

Mercury or mercury containing compounds shall not be intentionally added to, or come in direct contact with, any hardware or supplies furnished under this contract. COC must reference this clause.

5. Delivery

All PO's are issued with an "On or Before Date". Early shipment is preferred and acceptable as long as order is complete.

This PO is fully funded, rated, US government contract; on dock dates are very important. Please notify Supreme Integrated Technology, Inc. immediately if you will be unable to meet your original delivery date. As the DLA reserves the right to "No Cost" cancel delinquent contracts without warning.

(FAR Clause 4.401/49.402) Delays beyond the required dock date risk a requirement for consideration (discount) to extend or a no cost cancellation for non-performance (if consideration is not offered/accepted by the US Government).

6. Firm-Fixed Price

This PO is in support of a firm fixed price contract as a subcontractor on a US government contract. Pricing cannot be changed after the PO is confirmed, otherwise the Government will cancel the PO for breach of contract, with no recourse for work incurred. Therefore, Price in effect at shipment terms, and/or price increases after the fact cannot be accommodated. Any amount invoiced beyond what is on the actual PO will not be paid unless formal signed/written approval by an officer of Supreme Integrated Technology, Inc. at the time of PO placement. This statement takes precedent unless prior formal/written approval was given at time of PO placement, and PO revised accordingly.

Federal Acquisition Regulation (FAR) and Agency FAR Supplement Flowdown Provisions

1. Incorporation of FAR and Agency FAR Supplement Clauses

For purchase orders in support of U.S. Government contracts, the FAR and FAR Supplement clauses referenced below are incorporated herein 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, to the purchase order. Full text of FAR clauses is available at <https://www.acquisition.gov/browse/index/far>. Full text of DFARS clauses is available at <https://www.acq.osd.mil/DPAP/dars/dfarspgi/current/index.html>. In interpreting and applying FAR and DFARS clauses, and as context requires, the terms “Contractor” and Offeror” shall mean Seller, the term “Contract” shall mean this subcontract, and the term “Government”, “Contracting Officer” and equivalent phrases shall mean Buyer. The Contracts Disputes Act shall have no application to the purchase order, and nothing in the purchase order grants Seller a direct claim or cause of action against the U.S. Government. Seller shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included below.

2. FAR Clauses

- 52.246-2 Inspection of Supplies
- 52.204-27 Prohibition on a ByteDance Covered Application

3. DFAR Clauses

- 252.225-7001 Buy American Act – Balance of Payments Program
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting
- 252.204-7016 Covered Defense Telecommunications Equipment or Services – Representation (Use of these systems by our sub-contractors must be reported to Supreme Integrated Technology, Inc.)

Revision Log			
Date	Revision	Description	By
02.25.26	00	Original	B.D.