

SUPPLEMENTAL TERMS**ORDERS FOR INGALLS SHIPBUILDING (LPD 30-32 PROGRAM)**

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

1. EXPORT AND IMPORT COMPLIANCE.

- A. Seller's performance of this Order may involve the use of or access to articles, technical data, or software subject to export controls under 22 United States Code 2751 – 2796 (Arms Export Control Act) and 22 Code of Federal Regulations 120-130 (International Traffic in Arms Regulations) or 50 United States Code 2401 – 2420 (Export Administration Act) and 15 Code of Federal Regulations 768 – 799 (Export Administration Regulations) and their successor and supplemental laws and regulations (collectively hereinafter referred to as the "Export Laws and Regulations"). Seller represents and warrants that it is either:
 - (i) A U.S. Person as that term is defined in the Export Laws and Regulations; or
 - (ii) That it has disclosed to Buyer's Representative in writing the country in which it is incorporated or otherwise organized to do business, or if a natural person, all citizenships and U.S. immigration status.
- B. Seller shall comply with all Export Laws and Regulations and any license(s) issued thereunder.
- C. Seller shall not give any Foreign Person (including Seller's own non-U.S. employees or affiliates) access to Technical Data, software or Defense Articles, or provide an unauthorized Defense Service as those terms are defined in the applicable Export Laws and Regulations, without the prior written consent of Buyer. Any request for such consent must state the intended recipient's citizenship(s), and status under 8 U.S.C. 1101 and 8 U.S.C. 1324 (the "Immigration and Naturalization Act"), and such other information as Buyer may reasonably request. No consent granted by Buyer in response to Seller's request under this paragraph C shall relieve Seller of its obligations to comply with paragraph B of this provision, nor shall any such consent constitute a waiver of the requirements of paragraph B, nor constitute consent for Seller to violate any requirement of the Export Laws and Regulations. All capitalized terms in this paragraph not otherwise defined in this Order shall have the meaning set forth in the Export Laws and Regulations.
- D. Seller shall place the following statement on documents containing technical data controlled by either the Arms Export Control Act or the Export Administration Act: "WARNING – This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C. Sec. 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App 2401, et seq. Violations of these export laws can result in severe criminal penalties. Disseminate in accordance with terms of OPNAVINST 5510.161." Additional marking requirements may be included elsewhere in this Order.
- E. The substance of this provision shall be incorporated into any lower-tier subcontract entered into by Seller for the performance of any part of the work under this Order involving export-controlled information.

2. OBSOLESCENCE

By accepting this Order, Seller represents that it has in its possession or has the ability to obtain all necessary equipment, subassemblies, material, components, and items (collectively referred to as "Parts") required to perform the Order. If during the performance

of this Order Seller becomes aware that any Products or Parts will be going out of production or will no longer be commercially available in the future, Seller shall notify the Buyer of such obsolescence. Seller shall specifically identify those Products or Parts by name or title, part number(s), function, and name and location of manufacturer. Should any Parts that Seller intended to use in performance of this Order become obsolete and unavailable to Seller, Seller shall identify and propose alternative Parts for approval by Buyer and, if necessary, the Government, and Seller shall be responsible for any increase in cost necessary to obtain and qualify such alternative Parts to ensure full compliance with the requirements of this Order.

3. HAZARDOUS MATERIALS

“Hazardous material” means any material defined as hazardous under the latest version of Federal Standard No. 313 as maintained by the General Services Administration (GSA).

A. Safety Data Sheets (SDS):

Seller shall not provide any hazardous materials or products containing hazardous materials unless Buyer has approved the Safety Data Sheet (SDS) for the product. SDS provided by Seller shall meet requirements of the United States Occupational Safety and Health Administration (OSHA) Hazard Communication Standard . **Placement of this Order does not constitute approval. If no SDS was approved prior to Order placement, then no hazardous material may be delivered to the Buyer unless and until the Buyer approves the SDS.**

If at any time during performance of this Order, there is a change in the composition of the products or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the submitted SDS, Seller shall promptly notify the Buyer and resubmit the SDS.

Shipments of hazardous materials or products containing hazardous materials shall have a copy of most recent SDS securely attached to external packaging.

Seller must ensure that the most current SDS for its product has been provided to Buyer’s technical authority and that the SDS provided to Buyer’s technical authority matches the subsequent hazardous material shipping documents. Seller shall notify Buyer and obtain Buyer’s approval prior to shipment if the SDS for a shipment is different than the SDS previously provided for the same product. Delay to Buyer’s receipt of shipment and any transportation costs due to return of product for reasons of an unapproved, inconsistent or incomplete SDS/MSDS are at Seller’s expense.

B. Prohibited Hazardous Material Constituents:

This section applies to the extent that a Product does not require an SDS because it is considered an “article” by the OSHA Hazard Communication Standard. Except as agreed to in writing by Buyer, or as specified in this Order, the hazardous material constituents in Prohibited Hazardous Material Constituents Table shall not be included in or come in direct contact with any products furnished under this Order. This requirement applies to all ingredients in such Products (e.g., newly formulated coatings) and all materials of construction in such Product, including sub-component materials (e.g., batteries, circuit boards), applied coatings, applied primers, lubricants, adhesives, and any other

consumables that remain on the delivered product. A hazardous material constituent that is an impurity, i.e., a trace amount that is not an ingredient and does not contribute to the function or usefulness of the product, is excluded from these requirements.

Prohibited Hazardous Material Constituents Table		
Asbestos	Lead & Lead Compounds	Beryllium and Beryllium Compounds
Barium & Barium Compounds, including Barium Sulfate	Mercury & Mercury Compounds	Methylene Chloride
Brass and Bronze w/ >1% Lead	Ozone Depleting Substances (ODS) Class 1	Arsenic & Arsenic Compounds in Coatings
Boron Trifluoride	Polychlorinated Biphenyls (PCBs)	Benzene in Coatings
Cadmium & Cadmium Compounds	Selenium & Selenium Compounds	Organometallic Compounds in Coatings
Chromium & Chromium Compounds	Silver & Silver Compounds	

Seller may use “readily available information” to determine whether the product furnished under this Order includes or has come in direct contact with the hazardous material constituents identified in Prohibited Hazardous Material Constituents Table. “Readily available information” sources include:

- (i) Actual knowledge or process knowledge
- (ii) SDS
- (iii) Technical data sheets
- (iv) Manufacturing data.

Except as specified in this Order, chemical analysis, testing, monitoring or certification is not required to determine whether the product includes or has come in direct contact with the hazardous material constituents identified in the Prohibited Hazardous Materials Table. At Buyer’s request, Seller’s “readily available information” shall be made available to the Buyer’s technical authority.

C. Notifications and Processes for Hazardous Materials:

Seller shall obtain approval from Buyer’s technical authority (for Orders issued by the Newport News Shipbuilding (NNS) division, via the [Vendor Information Request \(VIR\)](#) or similar process as applicable to this Order) in the following circumstances:

- (i) If there is a change to the product involving the hazardous material constituents identified in the Prohibited Hazardous Materials Table, including the addition, deletion, or change in the type, concentration, usage, or location of a hazardous material constituent.

- (ii) If Seller becomes aware that the product to be delivered under this Order includes or has come in direct contact with any of the hazardous material constituents identified in the Prohibited Hazardous Materials Table, based on “readily available information.”
- (iii) If the product specifications allow for an alternative that includes a hazardous material constituent identified in the Prohibited Hazardous Materials Table and the Seller desires to select such alternative.

For Orders issued by NNS, the VIR shall include in form [NN9168](#) or similar document a description of the new or changed information, the source of the “readily available information,” and how to physically distinguish between the old and new product (serial numbers, model numbers, physical appearance, etc.).

D. Services on Site:

Buyer will not accept or manage hazardous materials unless otherwise specified in this Order. In no event shall title to hazardous material pass to Buyer. Seller shall be responsible for the cost of proper management of hazardous material and hazardous waste that results from the Work. Unless otherwise specified in their Order, all hazardous waste that arises out of or results from any work on Buyer’s property shall be provided to Buyer’s collection area in accordance with site rules. Hazardous waste that arises out of or results from any work on Buyer’s customer’s property will be handled in accordance with site rules. Upon request Seller shall submit to Buyer upon work completion a summary report which shall detail all waste generated at Buyer’s or Buyer’s customer’s property.

Buyer shall not be liable for any personal injury, disease or death, loss or damage, or any claim of any party, including, but not limited to the Seller’s employees or agents, in any way arising out of or resulting from any exposure or claimed exposure to any hazardous or toxic material (for example, without limitation, asbestos) that is present at the work site.

E. Additional Prohibitions:

- (i) PROHIBITION OF YELLOW WRAPPINGS OR PROTECTION DEVICES. Seller shall not use yellow wrapping material or attached yellow protection devices such as caps or plugs.
- (ii) BRASS AND COPPER BLACK OXIDE COATED THREADED FASTENER PROHIBITION. Seller shall not use brass or copper black oxide coated threaded fasteners when installing or replacing threaded fasteners in the accomplishment of any work required by this Order.

4. 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 [FAR | Acquisition.GOV](#). Full text of DFARS clauses is available at [DPC | Defense Acquisition Regulations System | DFARS/PGI \(osd.mil\)](#). 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.

A. FAR CLAUSES

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (applies to orders over the micro-purchase threshold) (AUG 2011)

52.227-14 RIGHTS IN DATA – GENERAL (May 2014)

B. DFARS CLAUSES

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (applies to orders over the Simplified Acquisition Threshold of \$250,000 except commercial items) (DEC 2008)

252.225-7001 BUY AMERICAN ACT AND PLACE OF PAYMENT PROGRAM -BASIC (MAR 2022)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022)

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013)

Change Log			
Date	Rev	Description	By
08/17/25	00	Original	D.S.