**Hayes Bolt & Supply (HBS) Military product/service Suppliers must comply to HBS I-2 Standard Supplier Terms and Conditions (www. hayesbolt.com), in addition to the HBS I-4 qualifiers herein**. Your acceptance of HBS Purchase Order (s) confirms acceptance of this agreement. Changes to any requirement in this agreement must be approved prior to shipment in writing by a member of HBS’ Management Team.

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## Best Practices:

HBS is committed to operational Best Practices, ethical and responsible conduct, fair and respectful treatment of all individuals, and practices that promote safety, health and environmental protection. We expect Suppliers who do business with us to share these commitments, and we strongly encourage each Supplier to meet the following standards in all activities that relate to our company in addition to the minimum entry level of our HBS I-2 Standard Supplier Terms and Conditions, a copy residing at **www.hayesbolt.com**.

## Quality Management System (QMS):

Supplier must establish and maintain processes that are reasonably designed to ensure compliance with an International Organization for Standardization (ISO), Aerospace Standard (AS) or Military Standard equivalent QMS acceptable to HBS for the items covered on the Purchase Order. Suppliers who have represented their ISO or AS registration with HBS are to keep that registration current or notify HBS that they have opted out of said registration.

## Traceability:

Lot traceability is required for the products on this purchase order. A unique lot/control number assigned by the Supplier must be traceable to the manufacturer’s production lot, thereby traceable to all raw materials, processing and testing results. If the Supplier has purchased through distribution, Supplier shall require their Supply Chain to maintain unique lot/control throughout the chain in order to drill back to the manufacturer’s production lot information as required. Commingled lots will be rejected.

## Certificate of Conformance:

Supplier shall provide a certificate of conformance with each shipment, stating the product supplied meets all drawing, specification and purchase order requirements. Additional material certs may be required at the time of purchase and will be noted on the purchase order.

## Counterfeit Parts Prevention:

Seller represents that its Quality System ensures that counterfeit product or services will not be delivered to Hayes Bolt & Supply. Supplier must provide mill test reports (MTR), and inspection and test reports including outside processing cert with shipment. Distributors for military part numbered items shall carry appropriate lot traceability. Seller shall only provide OEM product to HBS through an appropriate Supply Chain of authorized manufacturers and distributors. . If this purchase order names specific branding of a product, supplying an alternative to the manufacturer’s product shall be cause for rejection. When requested by HBS, Seller shall provide appropriate documentation which authenticates traceability within the Supply Chain. The Supplier shall provide FOD prevention and removal of any Foreign Object or Debris.

## Flow-Down Requirements:

Suppliers are required to flow down the requirements of this purchase order to sub-tier suppliers and special processors. See Schedule “A” for additional applicable clauses, compliance to current revision required.

## Domestic Manufacture:

Unless otherwise specified or waived in writing, the products supplied must have been manufactured in the United States of America.

## Thread Protection:

All externally threaded fasteners 3/8 inch and above in diameter shall be packaged in a manner to have the full length of the threads and shank protected from handling or shipping damage. All product 7/8 inch and above shall have additional protection which may include layering of packing material, and/or plastic sleeves or webbing.

## Compensation/ Hours of Work/ Labor Laws:

Supplier must comply with all applicable wage and hour laws and regulations, including those relating to minimum wages, overtime, and other elements of compensation, and will provide all legally mandated benefits. Supplier will not use forced or involuntary labor, including prison labor, bonded labor, indentured labor, or any other type of labor associated with human trafficking or abuse.

## Coercion and Harassment:

Supplier will treat each employee with dignity and respect, and will not engage in or permit corporal punishment, threats of violence, or other forms of harassment whether based on race, color, sex, sexual orientation, gender identity, national origin, religion, disability, age, or any other legally protected characteristic.

## Discrimination:

Supplier will not discriminate in hiring practices or any other condition of work based on race, sex, sexual orientation, gender identity, color, age, national origin, physical or mental disability, religion, status as a disabled veteran, or other legally protected characteristics.

## Environmental Protection:

Supplier will comply fully with all applicable environmental laws, and seek ways to conserve natural resources and energy, reduce waste and the use of hazardous substances, and minimize any adverse effects on the environment.

## Compliance with Applicable Laws:

Supplier will comply with all laws and regulations applicable to their business, as well as the standards of its industry, including those pertaining to the manufacture, pricing, sale, distribution, labeling, import, and export of merchandise. Without limiting this requirement, Supplier will not engage in any activities that would violate any applicable laws and regulations relating to (1) Bribery or illegal payments, (2) Laws against unfair competition, (3) Unfair and deceptive trade practices, (4) The environment, (5) Health and safety, (6) International trade, including exports and imports, (7) Data privacy, (8) Money laundering, (9) Employment, (10) Contracting with governmental entities, or (11) Medical devices, if applicable. The Seller must adhere to the International Traffic in Arms regulations (ITAR).

## Conflict Minerals:

Supplier must comply with the requirements of the Dodd Frank Act on Conflict Minerals. Should Supplier find that non-compliant material has been shipped to HBS, Supplier will notify HBS in writing within 60 days.

## US Fastener Quality Act (FQA):

If goods are applicable under the FQA, Supplier certifies by the purchase order acceptance that they have furnished goods in compliance.

## Insurance:

Seller covenants and agrees, as a condition of purchase, at its expense to provide and procure broad form vendors liability insurance coverage, the policy limits shall be $1,000,000 per occurrence for bodily injury and property damages with a minimum of $5,000,000 in the aggregate. Seller, upon request will provide proof of certificates which are required once purchases meet or exceed $100,000 per year.

## Schedule “A” - FAR/DFAR Clauses

52.202-1 Definitions

52.203-13 Contractor Code of Business Ethics and Conduct

52.203-14 Display of Hotline Poster(s)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities

52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations

52.212-4 Contract Terms and Conditions -- Commercial Items

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items

52.222-2 Prohibition of Segregated Facilities

52.222-17 Non-displacement of Qualified Workers

52.222-26 Equal Opportunity

52.222-35 Equal Opportunity for Veterans

52.222-36 Equal Opportunity for Workers With Disabilities

52.222-37 Employment Reports on Veterans

52.222-40 Notification of Employee Rights Under the National Labor Relations Act

52.222-41 Service Contract Labor Standards

52.222-50 Combating Trafficking in Persons

52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements

52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements

52.222-54 Employment Eligibility Verification

52.222-55 Minimum Wages Under Executive Order 13658

52.222-62 Paid Sick Leave Under Executive Order 13706

52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons

52.224-3 Privacy Training

52.225-1 Buy American Act – Supplies

52.225-5 Trade Agreements

52.225-26 Contractors Performing Private Security Functions Outside the United States

52.226-6 Promoting Excess Food Donation to Nonprofit Organizations

52.233-3 Protest After Award

52.233-4 Applicable Law for Breach of Contract Claim

52.244-6 Subcontracts for Commercial Items

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels

52.252-2 Clauses Incorporated by Reference   
  
252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies

252.203-7002 Requirement to Inform Employees of Whistleblower Rights

252.203-7003 Agency Office of the Inspector General

252.203-7004 Display of Hotline Posters

252.204-7000 Disclosure of Information

252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support

252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements

252.223-7008 Prohibition of Hexavalent Chromium

252.225-7001 Buy American and Balance of Payments Program

252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals

252.225-7020 Trade Agreements Certificate

252.225-7021 Trade Agreements

252.225-7048 Export-Controlled Items

252.239-7018 Supply Chain Risk

252.244-7000 Subcontracts for Commercial Items

252.246-7003 Notification of Potential Safety Issues

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System

252.246-7008 Sources of Electronic Parts

252.247-7023 Transportation of Supplies by Sea

Change Record

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| --- | --- | --- | --- |
| **Rev** | **Date** | **Responsible Person** | **Description of Change** |
| A | 10 Jun 2019 | M. Daigle | Initial release |
| B | 29 Feb 2024 | S.G. Nuanez | Updated Insurance and added Change Record. |