

**SCHEDULE A  
CLAUSES INCORPORATED BY REFERENCE  
FOR ORDERS UNDER U.S. GOVERNMENT CONTRACTS**

The following clauses from the Federal Acquisition Regulation ("FAR") and the Department of Defense FAR Supplement ("DFARS") are applicable to, and incorporated by reference into all purchase orders ("Order") issued by GKN for non-commercial items, see FAR 2.101, in which the ultimate purchaser or end user is the United States Government or any instrumentality thereof. The following clauses shall have the same force and effect as if set forth below in full text. The dates of these clauses are the dates in effect as of the date of the Order issued by GKN. Supplier agrees to flow-down, as required, all applicable FAR and DFARS clauses as such are in effect as of the date of the Order. Supplier further agrees that all notifications and other communications required by these clauses shall be made through GKN's Purchasing Representative, unless the Order specifically provides otherwise.

Except as noted below, the following changes to the FAR and DFARS clauses are made for incorporation of these clauses into the Order in order to make the context of these clauses reflect the contractual relationship between GKN and Supplier: "Contractor" or "prime contractor" or "Offeror" shall mean "Supplier." "Government" shall mean "GKN." "Contracting Officer" shall mean "GKN's Purchasing Representative." "Contract" or "Schedule" shall mean the Order(s) issued by GKN to Supplier. Provided, however, that the terms "Government", and "Contracting Officer", do not change (1) when a right, act, authorization or obligation can be granted or performed only by the Government or its duly authorized representative; (2) when title to property is to be transferred directly to the Government; (3) with regard to FAR 52.203-6, 52.227-1, 52.227-2; and (4) where specifically modified as noted below:

**NOTES:** Clauses with "(NOTE 1)" following the clause citation shall not apply to Commercial Items meeting the following criteria: (a) the Supplier's proposal identifies and represents its Work to be a Commercial Item as defined in FAR 2.101 and provides supporting rationale and documentation to Buyer, and (b) Buyer agrees and documents in this PO that Supplier's Work is a Commercial Item.

<u>FAR</u>	<u>TITLE</u>
52.202-1	<b>Definitions</b>
52.203-3	<b>Gratuities</b>
52.203-5	<b>Covenant Against Contingent Fees</b>
52.203-6	<b>Restrictions on Subcontractor Sales to the Government</b> (applicable if Order exceeds simplified acquisition threshold)
52.203-7	<b>Anti-Kickback Procedures</b>
52.203-8	<b>Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity</b>
52.203-10	<b>Price or Fee Adjustment for Illegal or Improper Activity</b> (in (c) "prime contractor" means Supplier)
52.203-11	<b>Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions</b>
52.203-12	<b>Limitation on Payments to Influence Certain Federal Transactions</b>
52.203-13	<b>Code of Business Ethics and Conduct</b> (applicable if Order exceeds \$5 million and performance period exceeds 120 days)
52.203-14	<b>Display of Hotline Poster(s)</b> (applicable if Order exceeds \$5 million and performance period exceeds 120 days)
52.203-15	<b>Whistleblower Protections Under American Recovery and Reinvestment Act</b>
52.203-17	<b>Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights</b>
52.204-2	<b>Security Requirements</b> (omit (c))
52.204-9	<b>Personal identity verification of contractor personnel</b>
52.204-10	<b>Reporting executive compensation and first tier subcontract awards</b> (This clause as modified herein applies if FAR 52.204-10 is included in Buyer's contract with its customer and this Order exceeds \$25,000. Replace the FAR clause with the following: "Seller shall support Buyer's compliance to FAR 52.204-10 as follows: (a) Seller is notified and agrees that information about the Seller will be reported in accordance with this clause, (b) Seller agrees to provide information to Buyer as necessary to ensure Buyer's compliance to this clause, and (c) Seller agrees to input information to <a href="http://www.CCR.gov">www.CCR.gov</a> and update it annually to provide the information as required by FAR 52.204-10(c)(3) related to executive compensation.")
52.204-21	<b>Basic Safeguarding of Covered Contractor Information Systems</b> (applicable unless Supplier is furnishing commercially available off-the-shelf-items)
52.207-4	<b>Economic Purchase Quality - Supplies</b>
52.209-6	<b>Protecting the government's interest when subcontracting with contractors debarred, suspended, or proposed for debarment</b>
52.211-5	<b>Material Requirements</b>
52.211-15	<b>Defense Priority and Allocation Requirements</b>
52.212-5	<b>Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items</b>
52.214-26	<b>Audit and Records--Sealed Bidding</b> (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1))
52.214-27	<b>Price Reduction for Defective Cost or Pricing Data – Modifications - Sealed Bidding</b> (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); in (e) "United States" means GKN; Supplier shall submit certification to GKN as reasonably requested, and indemnify and hold GKN harmless for all loss, damage and expense resulting from Supplier's failure to comply ("Supplier certification and indemnification")
52.214-28	<b>Subcontractor Cost or Pricing Data – Modifications – Sealed Bidding</b> (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); Supplier certification and indemnification applies)
52.215-2	<b>Audit and Records - Negotiation</b> (applicable if Order exceeds simplified acquisition threshold; the term "Contracting Officer" in (b), (c) and (e) means the Government's Contracting Officer)
52.215-10	<b>Price Reduction for Defective Cost or Pricing Data</b> (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); in (d) "United States" means GKN; Supplier certification and indemnification applies)
52.215-11	<b>Price Reduction for Defective Cost or Pricing Data – Modifications</b> (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); in (e) "United States" means GKN; Supplier certification and indemnification applies)
52.215-12	<b>Subcontractor Cost or Pricing Data</b> (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); Supplier certification and indemnification applies)
52.215-13	<b>Subcontractor Cost or Pricing Data - Modifications</b> (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); Supplier certification and indemnification applies)
52.215-14	<b>Integrity of Unit Prices</b> (applicable if Order exceeds simplified acquisition threshold; omit (b))
52.215-15	<b>Pension Adjustments and Asset Reversions</b> (applicable if cost or pricing data required, or preaward or postaward cost determination subject to FAR Part 31)
52.215-16	<b>Facilities Capital Cost of Money</b>
52.215-17	<b>Waiver of Facilities Capital Cost of Money</b>

- 52.215-18 **Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions** (applicable if cost or pricing data required, or preaward or postaward cost determination subject to FAR Part 31)
- 52.215-19 **Notification of Ownership Changes** (applicable if cost or pricing data required, or preaward or postaward cost determination subject to FAR Subpart 31.2)
- 52.215-20 **Requirements for cost or pricing data or information other than cost or pricing data** (applicable for Commercial Items)
- 52.215-21 **Requirements for cost or pricing data or information other than cost or pricing data - MODS** (applicable for Commercial Items)
- 52.215-23 **Limitations on pass-through charges** (applicable as specified in FAR 15.408 (n)(1)) (NOTE 1)
- 52.217-7 **Option for Increased Quantity--Separately Priced Line Item** ("Schedule" means Order; written notice within reasonable time determined by GKN)
- 52.219-8 **Utilization of Small Business Concerns** (applicable if Order exceeds simplified acquisition threshold)
- 52.219-9 **Small Business Subcontracting Plan**
- 52.222-1 **Notice to the Government of Labor Disputes**
- 52.222-3 **Convict labor**
- 52.222-4 **Contract Work Hours and Safety Standards Act--Overtime Compensation**
- 52.222-11 **Subcontracts** (labor Standards)
- 52.222-20 **Walsh-Healey Public Contracts Act** (applicable if Order exceeds \$15,000)
- 52.222-21 **Certification of Nonsegregated Facilities**
- 52.222.24 **Pre-award On-Site Equal Opportunity Compliance Evaluation**
- 52.222-25 **Affirmative action compliance**
- 52.222-26 **Equal Opportunity** (omit (d))
- 52.222-27 **Affirmative Action Compliance Requirements for Construction**
- 52.222-34 **Project Labor Agreement**
- 52.222-35 **Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (applicable if Order exceeds \$100,000)
- 52.222-36 **Affirmative Action for Workers with Disabilities** (applicable if Order exceeds \$15,000)
- 52.222-37 **Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (applicable if Order exceeds \$100,000)
- 52.222-40 **Notification of Employee Rights Under the National Labor Relations Act**
- 52.222-41 **Service contract act of 1965, as amended**
- 52.222-50 **Combating trafficking in persons**
- 52.222-51 **Exemption from Application of the Services Contract Act to Contracts Maintenance, Calibration, or Repair of Certain Equipment Requirements**
- 52.222-53 **Exemptions from Application of the Services Contract Act to Contracts for Certain Services Requirements**
- 52.222-54 **Employment Eligibility Verification**
- 52.222-55 **Minimum Wages under Executive Order 13658** (applicable if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements Construction statute, and is to be performed in whole or in part in the United States. "Contracting Officer" means "GKN")
- 52.222-60 **Paycheck Transparency (Executive Order 13673)** (applicable if this Contract exceeds \$500,000. Does not apply if SELLER is furnishing commercially off-the-shelf-items)
- 52.223-3 **Hazardous Material Identification and Material Safety Data**
- 52.223-7 **Notice of Radioactive Materials** (insert 90 days)
- 52.223-11 **Ozone-Depleting Substances**
- 52.223-13 **Certification of toxic chemical release reporting** (applicable to competitive solicitations /contracts which exceed the simplified acquisition threshold)
- 52.223-15 **Energy Efficiency in Energy Consuming Products**
- 52.223-18 **Contractor policy to ban text messaging while driving**
- 52.225-1 **Buy American Act--Supplies** ("domestic end products" to include items ordered hereunder, whether or not end products themselves)
- 52.225-3 **Buy American Act--Free Trade Agreement--Israeli Trade Act**
- 52.225-5 **Trade Agreements**
- 52.225-8 **Duty-Free Entry** (in (c)(1) change "20 calendar days" to "30 calendar days"; in (c)(2) change "10 calendar days" to "20 calendar days;" in (f) "Government" means the U.S. Government)
- 52.225-13 **Restrictions on Certain Foreign Purchases**
- 52.225-21 **Required Use of American Iron, Steel, and Manufactured Goods - Buy American Act – Construction Materials Under Trade Agreements**
- 52.227-1 **Authorization and Consent** (applicable if Order exceeds simplified acquisition threshold)
- 52.227-2 **Notice and Assistance Regarding Patent and Copyright Infringement** (applicable if Order exceeds simplified acquisition threshold)
- 52.227-3 **Patent Indemnity**
- 52.227-9 **Refund of Royalties**
- 52.227-10 **Filing of Patent Applications--Classified Subject Matter**
- 52.227-11 **Patent Rights--Ownership by the Contractor**
- 52.227-13 **Patent Rights--Ownership by the Government**
- 52.227-14 **Rights in Data--General** (in (b) "Government" means the U.S. Government; in (c)(1) and (e) "contracting officer" means the Government's Contracting Officer)
- 52.228-5.1 **insurance – work on a government installation**
- 52.229-3 **Federal, State, and Local Taxes**
- 52.229-6 **Taxes – Foreign Fixed-Price Contracts**
- 52.229-10 **State of New Mexico Gross Receipts and Compensating Tax**
- 52.230-2 **Cost Accounting Standards** (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1) and Supplier not exempt from CAS under 48 CFR 9903.201-1; omit (b))
- 52.230-3 **Disclosure and Consistency of Cost Accounting Practices** (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1) and Supplier not exempt from CAS under 48 CFR 9903.201-1; omit (b))
- 52.230-4 **Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns**
- 52.230-5 **Cost Accounting Standards – Educational Institutions** (applicable only when referenced in this Contract that this CAS clause applies. "United States" means "United States or GKN". Delete paragraph (b) of the clause.)
- 52.230-6 **Administration of Cost Accounting Standards** (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1) and Supplier not exempt from CAS under 48 CFR 9903.201-1; CFAO means GKN's Purchasing Representative)

52.232-17	<b>Interest</b>
52.232-27	<b>Prompt Payment for Construction Contracts</b>
52.232-40	<b>Providing Accelerated Payments to Small Business Subcontractors</b>
52.233-3	<b>Protest after Award</b> (in (f) omit the phrase "and pursuant to the requirements of Subpart 32.6")
52.234-1	<b>Industrial Resources Developed under Defense Production Act Title III</b>
52.236-13	<b>Accident Prevention</b>
52.237-2	<b>Protection of Government Buildings, Equipment and Vegetation</b> (applicable if Work is performed on a Government installation. Note 2 applies to the second time "Government" appears in the clause.)
52.242-13	<b>Bankruptcy</b>
52.242-15	<b>Stop Work Order</b>
52.242-17	<b>Government Delay of Work</b>
52.243-1	<b>Changes – Fixed Price</b> (Note 1 applies. Alternate I applies if this Contract is for services. Alternate II applies if this contract is for supplies and services)
52.243-6	<b>Change order accounting</b>
52.244-2	<b>Subcontracts (Including Alternate I)</b> (NOTE 1)
52.244-5	<b>Competition in subcontracting</b> (NOTE 1)
52.244-6	<b>Subcontracts for Commercial Items</b>
52.245-1	<b>Government Property</b>
52.245-9	<b>Use and Charges</b>
52.246-1	<b>Contractor Inspection Requirements</b>
52.246-2	<b>Inspection of Supplies—Fixed Price</b>
52.246-3	<b>Inspection of Supplies – Cost – Reimbursement</b>
52.246-4	<b>Inspection of Services – Fixed Price</b>
52.246-16	<b>Responsibility for Supplies</b>
52.247-63	<b>Preference for U.S. Flag Air Carriers</b>
52.247-64	<b>Preference for Privately Owned U.S.-Flag Commercial Vessels</b> (in (c)(1) "subcontractor" means Supplier)
52.248-1	<b>Value Engineering</b> (applicable if Order exceeds \$100,000; in (c)(5) and (m) "Government" means the U.S. Government)
52.249-2	<b>Termination for Convenience of the Government (Fixed-Price)</b>
52.249-8	<b>Default (Fixed-Price Supply and Service)</b>

**DFARS**

252.203-7001

**TITLE**

**Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies** (applicable if Order exceeds simplified acquisition threshold and GKN is prime contractor to the Government)

252.203-7002

**Requirement to inform Employees of Whistleblower rights**

252.203-7003

**Agency Office of the Inspector General** (applicable when FAR 52.203-13 applies to this Contract.)

252.203-7004

**Display of Fraud Hotline Poster(s)** (applicable in lieu FAR 52.203-14.)

252.204-7000

**Disclosure of Information** (change "45 days" to "60 days")

252.204-7012

**Safeguarding Covered Defense Information and Cyber Incident Reporting**

252.204-7015

**Disclosure of Information to litigation support contractors**

252.211-7003

**Item Identification and Valuation**

252.215-7000

**Pricing Adjustments** (NOTE 1)

252.215-7002

**Cost estimating system requirements** (applicable if cost or pricing data is required) (NOTE 1)

252.219-7003

**Small Business Subcontracting Plan** (DOD Contracts)

252.222-7000

**Restrictions on employment of personnel** (NOTE 1)

252.222-7006

**Restrictions on the use of mandatory arbitration agreements** (applicable if this Order exceeds \$1 million) (NOTE 1)

252.223-7001

**Hazard Warning Labels**

252.223-7008

**Prohibition of Hexavalent Chromium**

252.225-7001

**Buy American Act and Balance of Payments Program** ("domestic end products" to include items ordered hereunder, whether or not end products themselves; Supplier shall submit certification to GKN as reasonably requested)

252.225-7002

**Qualifying country sources as subcontractors**

252.225-7006

**Quarterly reporting of contract performance outside the U. S.** (applicable if this Order exceeds the threshold in FAR 15.403-4(a)(1)) (NOTE 1)

252.225-7007

**Prohibition on acquisition of United States munitions list items from communist Chinese military companies**

252.225-7008

**Restriction on acquisition of specialty metals**

252.225-7009

**Restrictions on acquisition of certain articles containing specialty metals** (applicable if delivered items contain specialty metals. Paragraph (d) is deleted)

252.225-7012

**Preference for Certain Domestic Commodities**

252.225-7013

**Duty Free Entry**

252.225-7016

**Restriction on Acquisition of Ball and Roller Bearings**

252.225-7021

**Trade Agreements** ("end products" shall include the items ordered hereunder)

252.225-7025

**Restriction on acquisition of forgings**

252.225-7030

**Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate**

252.225-7033

**Waiver of United Kingdom levies** (applicable if Order exceeds \$1 Million with a United Kingdom firm)

252.225-7036

**Buy American Act – Free Trade Agreements – Balance of Payments Program** (Alternate I applies if in prime contract)

252.225-7043

**Antiterrorism/force protection policy for defense contractors outside the United States** (applicable if Supplier will be performing or traveling outside the United States under this Order)

252.225-7048

**Export-Controlled Items**

252.226-7001

**Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns** (applicable if Order exceeds \$500,000)

252.227-7013

**Rights in technical data - noncommercial items** (NOTE 1)

252.227-7014

**Rights in noncommercial comp. software & noncommercial comp. software documentation** (NOTE 1)

252.227-7015

**Technical data - commercial items**

252.227-7016

**Rights in bid or proposal information**

252.227-7017 Identification and assertion of use, release, or disclosure restrictions (NOTE 1)  
252.227-7019 Validation of asserted restrictions—comp. software (NOTE 1)  
252.227-7025 limitations on use or disclosure of government-furnished information marked with restrictive legends (NOTE 1)  
252.227-7026 Deferred delivery of tech. data or comp. software (NOTE 1)  
252.227-7027 Deferred ordering of tech. data or comp. software (NOTE 1)  
252.227-7028 Technical data or computer software previously delivered to the government (NOTE 1)  
252.227-7030 Technical data - withholding of payment (NOTE 1)  
252.227-7037 Validation of restrictive markings on technical data (NOTE 1)  
252.227-7038 Patent rights – ownership by the contractor (LARGE BUSINESS) (NOTE 1)  
252.227-7039 Patents - reporting of subject inventions (NOTE 1)  
252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles  
252.231-7000 Supplemental cost principles (NOTE 1)  
252.235-7003 Frequency authorization (NOTE 1)  
252.236-7000 Modification proposals - price breakdown  
252.243-7001 Pricing of Contract Modifications  
252.244-7000 Subcontracts for Commercial Items and Commercial Components (DOD Contracts)  
252.246-7001 Warranty of data (AND ALTERNATE II) (NOTE 1)  
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 (applicable if Order exceeds simplified acquisition threshold)  
252.247-7024 Notification of Transportation of Supplies by Sea  
252.249-7002 Notification of Anticipated Contract Termination or Reduction (applicable if Order exceeds \$100,000; omit (d)(1) and the first five words of (d)(2))