

**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	Definitions
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government (applicable if Order exceeds simplified acquisition threshold)
52.203-7	Anti-Kickback Procedures (applicable if Order exceeds simplified acquisition threshold; omit (c)(1))
52.203-8	Cancellation, Recession and Recovery of Funds for Illegal or Improper Activity (Applicable if Order Exceeds simplified acquisition threshold)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (in (c) "prime contractor" means Supplier) (Applicable if Order Exceeds simplified acquisition threshold)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (applicable if Order exceeds simplified acquisition threshold; Supplier shall submit referenced certification to GKN as reasonably requested)
52.203-13	Code of Business Ethics and Conduct (applicable if Order exceeds \$5 million and performance period exceeds 120 days)
52.203-14	Display of Hotline Poster(s) (applicable if Order exceeds \$5 million and performance period exceeds 120 days)
52.203-15	Whistleblower Protections Under American Recovery and Reinvestment Act
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights
52.204-2	Security Requirements (omit (c))
52.204-9	Personal identity verification of contractor personnel
52.204-10	Reporting executive compensation and first tier subcontract awards (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 www.CCR.gov and update it annually to provide the information as required by FAR 52.204-10(c)(3) related to executive compensation.")
52.204-11	American Recovery and Reinvestment Act – Reporting Requirements
52.207-4	Economic Purchase Quality - Supplies
52.209-5	Certification regarding debarment, suspension, proposed debarment, and other responsibility matters
52.209-6	Protecting the government's interest when subcontracting with contractors debarred, suspended, or proposed for debarment
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1))
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items
52.214-26	Audit and Records--Sealed Bidding (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1))
52.214-27	Price Reduction for Defective Cost or Pricing Data--Modifications--Sealed Bidding (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	Subcontractor Cost or Pricing Data – Modifications – Sealed Bidding (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); Supplier certification and indemnification applies)
52.215-2	Audit and Records--Negotiation (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	Price Reduction for Defective Cost or Pricing Data (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	Price Reduction for Defective Cost or Pricing Data – Modifications (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	Subcontractor Cost or Pricing Data (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); Supplier certification and indemnification applies)
52.215-13	Subcontractor Cost or Pricing Data--Modifications (applicable if Order exceeds the threshold in FAR 15.403-4(a)(1); Supplier certification and indemnification applies)
52.215-14	Integrity of Unit Prices (applicable if Order exceeds simplified acquisition threshold; omit (b))
52.215-15	Pension Adjustments and Asset Reversions (applicable if cost or pricing data required, or preaward or postaward cost determination subject to FAR Part 31)
52.215-16	Facilities Capital Cost of Money
52.215-17	Waiver of Facilities Capital Cost of Money
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)

52.230-4	Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns
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))
52.232-7	Payments Under time and material and Labor Hour Contracts (this clause applies only when the face of the Order designates that it is a Time and Material and Labor Hour PO). 52.233-3 PROTEST AFTER AWARD (NOTE 1)
52.232-17	Interest
52.232-27	Prompt Payment for Construction Contracts
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.233-3	Protest after Award (in (f) omit the phrase "and pursuant to the requirements of Subpart 32.6")
52.234-1	Industrial Resources Developed under Defense Production Act Title III
52.236-13	Accident Prevention
52.237-3	Continuity of services
52.242-13	Bankruptcy
52.242-15	Stop Work Order
52.242-17	Government Delay of Work
52.243-6	Change order accounting
52.244-2	Subcontracts (Including Alternate I) (NOTE 1)
52.244-5	Competition in subcontracting (NOTE 1)
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.245-2	Government property installation operation services (Unless specifically stated elsewhere in the Order , all Government and Buyer Property furnished shall be "AS IS")
52.245-9	Use and Charges
52.245-9.1	Use and Charges
52.246-1	Contractor Inspection Requirements
52.246-2	Inspection of Supplies--Fixed Price
52.246-3	Inspection of Supplies – Cost - Reimbursement
52.246-16	Responsibility for Supplies
52.246-17	Warranty of Supplies of a Noncomplex Nature
52.246-18	Warranty of Supplies of a Complex Nature
52.247-63	Preference for U.S. Flag Air Carriers
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (in (c)(1) "subcontractor" means Supplier)
52.248-1	Value Engineering (applicable if Order exceeds \$100,000; in (c)(5) and (m) "Government" means the U.S. Government)
52.249-2	Termination for Convenience of the Government (Fixed-Price)
52.249-8	Default (Fixed-Price Supply and Service)

DFAR	TITLE
252.203-7001	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)
252.204-7000	Disclosure of Information (change "45 days" to "60 days")
252.204-7008	Requirements for contracts involving export-controlled items
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.208-7000	Intent to furnish precious metals as government furnished material
252.209-7004	Subcontracting with firms owned or controlled by the government of a terrorist country (NOTE 1)
252.211-7000	Acquisition Streamlining (applicable if Order exceeds \$1 million)
252.211-7003	Item Identification and Valuation
252.211-7007	Reporting of government furnished equipment in the dod item unique identification (IUID) Registry
252.215-7000	Pricing Adjustments (NOTE!)
252.215-7002	Cost estimating system requirements (Applies if cost or pricing data is required) (NOTE 1)
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)
252.219-7004	Small Business Subcontracting Plan (Test Program)
252.222-7000	Restrictions on employment of personnel (NOTE 1)
252.222-7006	Restrictions on the use of mandatory arbitration agreements (Applies if this Order exceeds \$1 million) (NOTE 1)
252.223-7001	Hazard Warning Labels
252.223-7006	Prohibition on storage and disposal of toxic and hazardous materials
252.225-7000	Buy American Act Balance of Payments Program--Certificate (in (b) "Government" means the U.S. Government; "end products" shall include the items delivered hereunder; Supplier shall submit certification to GKN as reasonably requested)
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. (Applies 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 (Applies 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
252.225-7020	Trade Agreements Certificate (Supplier shall submit certification to GKN as reasonably requested)
252.225-7021	Trade Agreements ("end products" shall include the items ordered hereunder)
252.225-7025	Restriction on acquisition of forgings
252.225-7028	Exclusionary policies and practices of foreign governments
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
252.225-7033	Waiver of united kingdom levies (Applies if Order exceeds \$1 Million with a United Kingdom firm)
252.225-7035	Buy American Act – Free Trade Agreements – Balance of Payments Program Certificate (Alternate I applies if in prime contract; Supplier shall submit certification to GKN as reasonably requested)
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 (Applies if Supplier will be performing or traveling outside the United States under this Order)

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)
252.227-7018 (NOTE 1)	Rights in noncommercial technical data and computer software – Small business innovative research (SBIR) Program
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
252.243-7002	Requests for equitable adjustment
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
252.247-7006	Removal of contractor's employees
252.247-7022	Representation of extent of transportation by sea (NOTE 1)
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))