

HYPERTHERM, INC. TERMS AND CONDITIONS OF PURCHASE

This Agreement by Seller to furnish the materials, parts, and products ("goods") or services, including the products resulting from such services, or its commencement of such performance, or acceptance of any payment, shall constitute Seller's unqualified acceptance of this Purchase Order. Any prices or delivery schedule to which Buyer has not specifically agreed to in writing, or any other terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions herein, shall be void. Modifications or additions to these Purchase Order terms and conditions must be in writing and signed by Buyer. These terms and conditions, together with all supplements, documents, exhibits, attachments, and any other agreements incorporated by reference into this Purchase Order, constitute the entire agreement between Buyer and Seller (collectively "the Parties" and singularly a "Party") with respect to the subject matter of this Purchase Order, and supersede any prior or contemporaneous written or oral agreements pertaining thereto, except in the case of a Master Agreement between Seller and Hypertherm

1. **PAYMENT** - Terms of payment are negotiated with your primary Hypertherm (Buyer) procurement contact and will default onto all orders; Payments will be made commencing from the time goods are received by Buyer. Payment of goods shall not constitute an acceptance thereof but all goods shall be received subject to Buyer's inspection and rejection.

2. **DELIVERY AND ACCEPTANCE** – Goods and/or services must be received no later than close of business day in order to not be considered late. Buyer reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind Buyer to accept future shipments, nor deprive it of the right to return goods already accepted. Buyer reserves the right to reject goods delivered prior to the due date.

3. **RISK OF LOSS** - Risk of Loss shall pass to Hypertherm at F.O.B. shipping point

4. **DEFECTS** - By accepting this order Seller acknowledges that the goods covered by this order are satisfactory for the purpose of manufacturing as intended by Buyer, if disclosed, and that any defect in such goods may occasion special damage to the Buyer.

5. **CONFORMING GOODS** - Acceptance of all or any part of the goods shall not be deemed to be a waiver of Buyer's right either to cancel or to return all or any portion of the goods because of failure to conform to order, or by reason of defects, latent or patent, or other breach of warranty, or to make a claim for damages, including manufacturing costs and loss of profits or other special damages occasioned by the Buyer. Such rights shall be in addition to any other remedies provided by law.

6. Hypertherm reserves the right to verify at source that the purchased product conforms to Hypertherm's part specifications and/or drawings. Such onsite verification will be preceded by reasonable notice from Hypertherm.

7. **PATENT INFRINGEMENT** - Seller agrees to indemnify Buyer and hold it harmless from and against all liability, loss, damage and expense, including reasonable counsel fees, resulting from any actual or claimed trademark, patent or copyright infringement, or any litigation based thereon, with respect to any part of the goods covered by this order, and such obligation shall survive acceptance of the goods and payment therefor by the Buyer.

8. **WARRANTY** - Seller expressly warrants that the goods covered by the order are of merchantable quality and satisfactory and safe for consumer use. Acceptance of this order shall constitute an agreement upon Seller's part to indemnify and hold the Buyer harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by Buyer by reason of the failure of the goods to conform to such warranties. Such indemnity shall be in addition to any other remedies provided by law and as to consequential damages shall be limited as provided in Section 2-715 (2) of The Uniform Commercial Code.

9. REGULATORY COMPLIANCE -

(a) Seller, in the performance of this Purchase Order, warrants that it shall comply with Hypertherm's Environmental Specification 048266 and all relevant laws, orders, rules, ordinances, and regulations (whether federal, state, or local), including but not limited to:

1. all U.S. laws and regulations including:
 - i. the Fair Labor Standards Act of 1938, as amended (the "FLSA"), and the regulations and orders of the United States Department of Labor under the FLSA; ii. the Occupational Safety and Health Act of 1970 (OSHA), as amended; iii. the U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations.
2. the laws and regulations of Seller's place of performance.
3. the applicable domestic and international prohibitions on child labor, human trafficking, and slavery.
4. the United States Foreign Corrupt Practices Act, 15 U.S.C. § 78 et seq. (the "FCPA"), and other Anti-Corruption Requirements as defined in paragraph 19(b), below; and
5. the Anti-Kickback Act of 1986.

(b) **Affirmative Action** - To the extent applicable, all parties agree that they will abide by the provisions 29 CFR Part 471 Appendix A to Subpart A. Additionally, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-300.10 and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability

(c) Anti-Corruption Requirements:

1. Seller acknowledges that its actions may subject it and Buyer to liability under the FCPA, the anti-corruption laws, regulations, and policies of the home country of any supplier to this Purchase Order, the United States of America, and/or the anti-corruption laws, regulations, and policies of any other country with jurisdiction over the activities performed pursuant to this Purchase Order (together and individually hereinafter referred to as the "Anti-Corruption Requirements"). Seller acknowledges that it is familiar with the prohibitions under, and the requirements of, the Anti-Corruption Requirements.
2. Neither Seller nor any of its principals, consultants, subcontractors, shareholders, directors, officers, employees, or agents has performed or will perform any act which Buyer could reasonably believe would constitute a violation of the Anti-Corruption Requirements or which Buyer could reasonably believe would cause Buyer to be in violation of the Anti-Corruption Requirements, or present a credible risk, as determined by Buyer, of a violation of the Anti-Corruption Requirements.
3. If at any time Seller becomes aware of information or circumstances that suggest any of the provisions of this Section 9 may not be accurate, it shall notify Buyer immediately in writing, but not more than seven (7) days after becoming aware of such circumstances.
4. No payment will be made hereunder to any person other than Seller; and no payment will be made to Seller under this Purchase Order other than the payment of the compensation in accordance with the terms hereof. Seller's price quotations and invoice prices shall accurately and fairly reflect the commensurate value of the goods and services provided under this Purchase Order.
5. In connection with this Purchase Order, Seller shall maintain books, records, and accounts, which in reasonable detail, accurately and fairly reflect the transactions and asset dispositions of Seller and allow Buyer to (i) maintain accurate books and records, and (ii) comply with the requirements for internal management controls set forth in the Anti-Corruption Requirements as well as relevant U.S. laws and regulations.
6. Seller shall cooperate with, and provide assistance to, Buyer in implementing adequate due diligence procedures in connection with the selection and retention of consultants and subcontractors by Buyer or Seller.

(d) Seller warrants that it and its officers, employees or representatives (i) have complied with the Anti-Kickback Act of 1986 and has not offered or given and will not offer or give to any employee, agent, or representative of Buyer any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986 and (ii) have not, for the purpose of improperly obtaining or rewarding favorable treatment in connection with the award of this Purchase Order to Seller from Buyer: (1) provided, attempted to provide, or offered to provide any kickback; (2) solicited, accepted, or attempted to accept any kickback; or (3) included, directly or indirectly, the amount of any kickback prohibited by (1) or (2) of this Section in the price charged by Seller to Buyer under this Purchase Order. Any breach of this warranty shall constitute a material breach of this Purchase Order. For purposes of this Section, the term "kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to Buyer or Buyer's officers, employees or representatives, including any of their family members, subcontractors, or subcontractor employees, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Purchase Order. Any breach of this warranty shall be a material breach of each contract between Buyer and Seller.

(e) Seller warrants that it has and shall maintain all registrations and licenses and shall obtain permits as required to perform the work hereunder.

(f) For Purchase Orders placed in support of and charged to a U.S. Government ("Government") prime contract or contract or higher-tier subcontract for an item meeting the Federal Acquisition Regulation (FAR) definition of a commercial item, The provisions and clauses attached as Appendix A set forth in the FAR or the Defense Federal Acquisition Regulation Supplement (DFARS) shall apply. The version of each FAR and DFARS provision or clause shall be the version in effect as of the date of the prime contract.

10. PACKAGING - All goods, wrappers and containers must bear markings and labels required by applicable federal, state and municipal laws and regulations for the protection and safety of persons and property as well as Hypertherm's Incoming Packaging Specifications (MC3439). Any component received that is not identifiable as outlined by the law and/or the Specification, will be charged to your quality rating as a reject.

11. SHIPPING - If the method of shipment is not specified on the face of the purchase order please call your procurement contact for instructions.

12. INSURANCE - Do not insure any shipment with a value of less than \$6,000,000.00.

13. DRAWINGS SPECIFICATIONS, ETC. - All drawings, plans, designs, specifications, jigs, dies, fixtures, patterns and similar items which may be supplied by Purchaser to Seller pursuant to any inquiry for tenders or to this purchase shall not be reproduced or disseminated to another party without written approval from the Purchaser.

14. CONFIDENTIALITY - By accepting this order the Seller agrees to maintain the confidentiality of our business relationship regarding specifications, use of product and dollar transactions. The use of the Hypertherm name in advertisements or any other method of promoting sales is strictly prohibited without prior written approval from Hypertherm's Director of Procurement.

15. ASSIGNABILITY - This order is not assignable or transferable without Purchaser's written approval.

16. Force Majeure -

Except for a default of Seller's subcontractor at any tier, neither Buyer nor Seller shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence, including acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity (including acts of government related to economic sanctions and embargoes), fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In the event that causes of the type described above ("Force Majeure") adversely affect performance of this Purchase Order, the Party whose performance is so affected shall so notify the other Party's authorized representative in writing. Buyer may reasonably adjust the delivery schedule due to the existence of a Force Majeure.

17. CONSTRUCTION OF TERMS - As used herein, "Seller" refers to the person, firm or corporation to whom this order is issued: "Purchaser or Buyer" refers to "Hypertherm, Inc.", "Materials" refers to any materials, goods, services, equipment, apparatus, machinery of work provided for in this order.

18. FORECAST – For forecasted parts Hypertherm maintains a 12-month rolling forecast located on the Hypertherm X-net. Suppliers are expected to review the forecast and adjust stocking quantities as needed after the new forecast has been released.

19. STOCKING QUANTITIES – If inventory is to be held on Hypertherm's behalf per an agreement negotiated with Hypertherm procurement contact, inventory reports shall be provided at least monthly.

20. CHOICE OF LAW AND DISPUTES- Any dispute arising under this agreement shall be governed by the laws of the State of New Hampshire without regard for its choice of law provision. Any action pursuant to this agreement shall brought in the State or Federal court of New Hampshire. Buyer waives the argument of forum non conveniens. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

21. Export/Import Controls-(a) Seller hereby certifies that, in connection with the performance of this Purchase Order, it will comply with U.S. export and import control laws and regulations, including but not limited to the International Traffic in Arms Regulations ("ITAR") (22 CFR 120 et seq.), the Export Administration Regulations ("EAR") (15 CFR Part 730-774), the regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (31 CFR Part 500-598), the regulations administered by the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives ("ATF") found in 27 CFR Chapter II, and all other applicable U.S. Government regulations relating to the importation of goods into the United States (including, but not limited to, the regulations administered by U.S. Customs and Border Protection ("CBP") at 19 CFR 0 et seq. and other import regulations promulgated by other U.S. agencies which may be enforced by CBP) (collectively "U.S. export and import control laws and regulations"). If Seller engages in the United States in the business of either manufacturing, exporting, or brokering in ITAR-controlled defense articles or furnishing ITAR-controlled defense services, Seller hereby certifies that it is currently registered with the U.S. Department of State Directorate of Defense Trade Controls ("DDTC").

b.Seller hereby warrants that neither Seller, nor any immediate or ultimate parent, majority shareholder, subsidiary, affiliate, or lower-tier subcontractor is listed on any Restricted Party List of an agency of the U.S. Government, any applicable non-U.S. Government or international organization, or any applicable state, local government, or municipality, nor are their export privileges denied, suspended or revoked. For purposes of this provision, "Restricted Party List" is defined to include lists administered by the U.S. Departments of State, Commerce, and Treasury (e.g., Specially Designated Nationals List) or other U.S. government agency and other similar lists that relate to export controls, economic sanctions, or anti-corruption. Seller shall immediately notify Buyer if Seller, or any immediate or ultimate parent, majority shareholder, suspended, or revoked. Seller shall not deal with any Restricted Party in relation to this Purchase Order.

22. Information Technology Assurance

Seller shall maintain data protection processes and systems sufficient to adequately protect specifications, information, data, drawings, software, and other items which are (i) supplied to Seller by Buyer, or (ii) obtained or developed by Seller in the performance of this Purchase Order or paid for by Buyer (collectively, "Buyer Data"), and to comply with any law or regulation applicable to such data. If an event occurs whereby Seller knows, or reasonably believes, that Buyer Data has been actually or potentially disclosed to, or accessed or acquired by, an unauthorized individual or individuals ("Security Incident"), Seller shall (i) use commercially reasonable efforts to investigate, contain, and remediate the Security Incident, and (ii) notify Buyer promptly, but not later than seventy-two (72) hours after discovering the Security Incident.

23.PRODUCT ASSURANCE

(a) Conflict Minerals- Buyer shall comply to use commercially reasonable efforts to: (a) identify whether Work contains tantalum, tin, tungsten or gold; (b) conduct a reasonable country of origin inquiry regarding the origin of such minerals in Work to determine whether such minerals originated in covered countries, as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act; (c) if such minerals originated in covered countries, conduct due diligence on the chain of custody of the source of such minerals for the purpose of identifying the smelter of said minerals; and (d) assist Buyer in conducting reasonable due diligence concerning the smelters of such minerals.

(b) Seller represents and warrants that it will comply with any and all applicable global, federal, state or local governmental laws, regulations and orders, including but not limited to the following RoHS, WEEE and REACH.

Seller will include the substance of this Section 23 in any agreement between Seller and its suppliers. Seller will provide Buyer with reasonable documentation of Seller's and its suppliers' due diligence efforts with regard to Conflict Minerals, in a format prescribed by Buyer, when requested by Buyer.

24. SUPPLIER CODE OF CONDUCT – Seller will accept and act in accordance with the principles described in the Hypertherm Supplier Code of Conduct (<https://www.hypertherm.com/Download?fileId=HYP229649>) which focuses on Human Rights, Environment and Ethics & Integrity.

25. ENTIRE AGREEMENT - This contract contains the entire agreement of the parties unless a signed Master Agreement is in place, in which case the Master Agreement supersedes these terms and conditions. This contract may not be modified or terminated verbally, and no claimed modification, termination or waiver shall be binding on Buyer unless in writing signed by a duly authorized representative of Buyer. All titles to clauses contained in this order are for identification only and shall not be construed as being a meaningful part of the agreement.

APPENDIX A

THE FOLLOWING FAR CLAUSES ARE APPLICABLE TO PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER ALL GOVERNMENT CONTRACTS:

1. **52.203-7** "Anti-Kickback Procedures" (Excepting paragraph (c)(1))(Applicable to Purchase Orders that exceed \$150,000 or the dollar threshold in effect as of the date of the prime contract.)
2. **52.203-12** "Limitation on Payments to Influence Certain Federal Transactions" (Applicable to Purchase Orders exceeding \$150,000 or the dollar threshold in effect as of the date of the prime contract.)
3. **52.203-13** "Contractor Code of Business Ethics and Conduct" (Applicable to Purchase Orders (i) that have a value more than \$5,500,000 or the dollar threshold in effect as of the date of the prime contract; and (ii) that have a performance period of more than 120 days.) (In Paragraph (b)(3)(i), the meaning of "agency office of the Inspector General" and "Contracting Officer" does not change, in Paragraph (b)(3)(ii) the meaning of "Government" does not change, and in Paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meaning of "OIG of the ordering agency", "IG of the agency" "agency OIG" and "Contracting Officer" do not change.)
4. **52.203-19** "Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements"
5. **52.204-10** "Reporting Executive Compensation and First-Tier Subcontract Awards" (Applicable to Purchase Orders of \$30,000 or more (or the dollar threshold in effect as of the date of the prime contract) when Buyer is the Prime Contractor.) (The usual substitution of the parties is not applicable to this clause. Seller shall report to Buyer the information required under the clause.)
6. **52.204-21** "Basic Safeguarding of Covered Contractor Information Systems" (Applicable to Purchase Orders, other than those for commercially available off-the-shelf items, in which Seller may have Federal contract information residing in or transiting through its information system.)
7. **52.204-23** "Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities"
8. **52.209-6** "Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment" (Applicable to Purchase Orders exceeding \$35,000 or the dollar threshold in effect as of the date of the prime contract, except for Purchase Orders for commercially available off-the-shelf items.)
9. **52.219-8** "Utilization of Small Business Concerns" (Applicable to Purchase Orders (except to small business concerns) that offer further subcontracting opportunities.)
10. **52.222-21** "Prohibition of Segregated Facilities"
11. **52.222-26** "Equal Opportunity" (Applicable to Purchase Orders that are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended.)
12. **52.222-35** "Equal Opportunity for Veterans" (Applicable to Purchase Orders of \$150,000 or more, or the dollar threshold in effect as of the date of the prime contract.)
13. **52.222-36** "Affirmative Action for Workers with Disabilities" (Applicable to Purchase Orders exceeding \$15,000 or the dollar threshold in effect as of the date of the prime contract.)
14. **52.222-37** "Employment Reports on Veterans" (Applicable to Purchase Orders of \$150,000 or more, or the dollar threshold in effect as of the date of the prime contract.)
15. **52.222-40** "Notification of Employee Rights Under the National Labor Relations Act" (Applicable to Purchase Orders that exceed \$10,000 or the dollar threshold in effect as of the date of the prime contract.)
16. **52.222-41** "Service Contract Labor Standards" (Applicable to Purchase Orders that are subject to the Service Contract Labor Standards statute.)
17. **52.222-50** "Combating Trafficking in Persons"
18. **52.222-54** "Employment Eligibility Verification" (Applicable to Purchase Orders (i) for construction or commercial or noncommercial services (except commercial services that are part of a purchase of a COTS item, or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and that are normally provided for that COTS item); (ii) has a value more than \$3,500 or the dollar threshold in effect as of the date of the prime contract; and (iii) includes work performed in the United States.)
19. **52.222-55** "Minimum Wages Under Executive Order 13658" (Applicable to Purchase Orders regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.)
20. **52.222-62** "Paid Sick Leave Under Executive Order 13706" (Applicable to Purchase Orders, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.)
21. **52.223-7** "Notice of Radioactive Materials" (Seller shall notify Buyer if any goods under this Purchase Order contain any of the material as described in the clause. Insert 45 days in the blank in paragraph (a) of the clause unless otherwise indicated in the Purchase Order.)
22. **52.224-3** "Privacy Training" (Applicable to Purchase Orders, regardless of dollar value, when Seller's employees will (i) have access to a system of records; (ii) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (iii) Design, develop, maintain, or operate a system of records.)

23. **52.225-13** "Restrictions on Certain Foreign Purchases"
24. **52.225-26** "Contractors Performing Private Security Functions Outside the United States" (Applicable to Purchase Orders that will be performed outside the United States in areas of (i) combat operations, as designated by the Secretary of Defense, or (ii) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.)
25. **52.232-40** "Providing Accelerated Payments to Small Business Subcontractors" (Applicable to Purchase Orders with small business concerns when Buyer receives Accelerated Payments under its prime contract.)
26. **52.244-6** "Subcontracts for Commercial Items"
27. **52.247-64** "Preference for Privately Owned U.S.-Flag Commercial Vessels" (Applicable to Purchase Orders, except those exempted in paragraph (e) (4) of the clause.)

THE FOLLOWING DFARS CLAUSES ARE APPLICABLE TO PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER DoD CONTRACTS:

1. **252.203-7002** "Requirement to Inform Employees of Whistleblower Rights"
2. **252.204-7012** "Safeguarding of Unclassified Controlled Technical Information" (Applicable to Purchase Orders under DoD contracts awarded after November 17, 2013 and before August 26, 2015.)
3. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (Applicable to Purchase Orders under DoD contracts awarded after August 25, 2015 and before October 8, 2015.)
4. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (DEVIATION 2016-O0001) (Applicable to Purchase Orders under DoD contracts awarded after October 7, 2015 and before December 30, 2015.)
5. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (INTERIM RULE 12/30/2015) (Applicable to Purchase Orders under DoD contracts awarded after December 29, 2015 and before October 21, 2016 for operationally critical support, or for which Purchase Order performance will involve a covered contractor information system.)
6. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (FINAL RULE 10/21/2016) (Applicable to Purchase Orders under DoD contracts awarded after October 20, 2016 for operationally critical support, or for which Purchase Order performance will involve covered defense information.)
7. **252.204-7015** "Disclosure Of Information To Litigation Support Contractors"
8. **252.211-7003** "Item Unique Identification and Valuation" (Seller's obligations under this clause are limited to cooperating with Buyer's efforts to comply with this clause, including granting Buyer access to Seller's deliverables at its facilities and to appropriate property records.)
9. **252.215-7010** "Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data" (Applicable to Purchase Orders exceeding the simplified acquisition threshold defined in FAR part 2.)
10. **252.223-7008** "Prohibition of Hexavalent Chromium" (Applicable to all Purchase Orders for supplies, maintenance and repair services, or construction materials.)
11. **252.225-7008** "Restriction on Acquisition of Specialty Metals" (Applicable to Purchase Orders for the delivery of specialty metals as end items to Buyer or Seller to the extent necessary to ensure compliance of the end products that Buyer will deliver to the Government when DFARS clause 252.225-7009 is in the prime contract.)
12. **252.225-7009** "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (excluding paragraph (d) and paragraph (e)(1) which are deleted from this clause). (Applicable to Purchase Orders for items containing specialty metals to ensure compliance of the end products that Buyer will deliver to the Government.)
13. **252.225-7040** "Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States" (Applicable to Purchase Orders that will be performed when Seller's personnel or Seller's subcontractors are supporting U.S. Armed Forces deployed outside the United States in contingency operations, peace operations consistent with Joint Publication 3-07.3, or other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.)
14. **252.225-7048** "Export-Controlled Items"
15. **252.225-7052** "Restriction on the Acquisition of Certain Magnets and Tungsten". (Applicable to Purchase Orders for the delivery of goods that exceed the simplified acquisition threshold, unless an exception at paragraph (c) of the clause applies).
16. **252.227-7013** "Rights in Technical Data Noncommercial Items" (Applicable to solicitations and resulting Purchase Orders when Buyer will be required to deliver to the Government Seller's technical data for commercial items for which the Government will have paid for any portion of the development costs.)
17. **252.227-7015** "Technical Data – Commercial Items" (Applicable whenever any technical data related to commercial items developed in any part at private expense will be provided under this Purchase Order for delivery to the Government.)
18. **252.227-7037** "Validation of Restrictive Markings on Technical Data" (Applicable to Purchase Orders requiring the delivery of technical data.)
19. **252.239-7010** "Cloud Computing Services" (Applicable to Purchase Orders that involve or may involve cloud services)
20. **252.239-7018** "Supply Chain Risk" (Applicable to Purchase Orders involving the development or delivery of any information technology, as defined in the clause, as a service or a supply.)
21. **252.244-7000** "Subcontracts for Commercial Items and Commercial Components (DoD Contracts)"
22. **252.246-7003** "Notification of Potential Safety Issues" (Applicable to Purchase Orders for (i) parts defined as critical safety items in accordance with this clause; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; and (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.)
23. **252.246-7007** "Contractor Counterfeit Electronic Part Detection and Avoidance System" (Applicable to Purchase Orders when the goods or services include *electronic parts* or assemblies containing *electronic parts*. This clause applies to all Sellers, at all tiers, without regard to whether the Seller itself is subject to CAS.)
24. **252.246-7008** "Sources of Electronic Parts" (Applicable to Purchase Orders for *electronic parts* or assemblies containing *electronic parts*, unless Seller is the original manufacturer of the electronic part.)
25. **252.247-7023** "Transportation of Supplies by Sea"



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