



## GOVERNMENT CONTRACTS SUPPLEMENT TO TERMS AND CONDITIONS OF PURCHASE

### 1. Additional Government Provisions

1.1. Where Timken's purchase order indicates that the Products or Services furnished under the Agreement are for use in connection with a U.S. Government prime contract ("Prime Contract") or subcontract ("Subcontract"), the provisions of this Government Contracts Supplement ("Supplement") (as amended from time to time) shall also apply, as well as any other applicable clauses or terms and conditions from the Prime Contract or Subcontract, all of which are incorporated by reference. Seller shall periodically check the Timken Supplier Network (<http://tsn.timken.com>) or the Ariba Supplier Information Portal for changes. Except as otherwise provided in Section 5.4 below, in the event of any conflict between any term in this Supplement and any other term contained in the Agreement, the terms of this Supplement will be controlling. Capitalized terms not defined herein shall have the meaning given in the Timken General Terms and Conditions of Purchase.

1.2. Seller shall include in all subcontracts and purchase orders that it issues, any clause that by its terms is required to be included in lower-tier subcontracts and purchase orders. Seller shall indemnify and hold Timken harmless to the full extent of any loss, damage or expense resulting from Seller's failure to include a required clause in its subcontracts and purchase orders.

### 2. Export Controls

2.1. Seller shall comply with the Export Administration Regulations and the International Traffic in Arms Regulations ("ITAR"). Any violation of such regulations related to items generated or accessed in the performance of a Prime Contract or Subcontract shall constitute a material breach of the Agreement. Further, the following terms and conditions apply to the Agreement, where: (i) Seller is providing a defense article or a defense service (as defined below) to Timken; or (ii) Timken is providing a defense article or a defense service to Seller (usually in the form of controlled information, technical data or technical assistance).

2.2. Definitions. The following definitions are provided for convenience. Consult the applicable statute or regulations for the legal definition of these terms.

2.2.1. The "Arms Export Control Act" ("AECA") is a U.S. statute that gives the President of the U.S. the authority to control the export and the import of defense articles and defense services.

2.2.2. A "defense article" is any item or technical data on the U.S. Munitions List. Generally, this includes any item designed or modified for a military application.

2.2.3. A "defense service" includes furnishing assistance to a Foreign Person regarding a defense article, furnishing technical data (which is on the U.S. Munitions List) to a Foreign Person, and providing military training to Foreign Persons.

2.2.4. The "Directorate of Defense Trade Controls" ("DDTC"), Bureau of Political-Military Affairs, U.S. Department of State is the agency that administers the ITAR.

2.2.5. An "Empowered Official" is a U.S. citizen or person admitted for permanent residence (*i.e.*, "green card" holder), who is responsible for Seller's export compliance under the AECA and ITAR, and who has the independent authority to stop or suspend exports, if same would violate the law.

2.2.6. An "export" includes (but is not limited to): sending a defense article out of the U.S. or transferring a defense article to a foreign government embassy or mission in the U.S.; disclosing or transferring technical data (on the U.S. Munitions List) to a Foreign Person, even if that Foreign Person is in the U.S.; and performing a defense service for a Foreign Person, even if in the U.S.

2.2.7. "Foreign Person" is an individual who is not a lawful permanent resident of the U.S. (such as a U.S. citizen or "green card" holder) and is not a protected individual under U.S. law (e.g., individual granted political asylum). Foreign Person also includes foreign corporations, partnerships and entities, *i.e.*, those not incorporated or organized to do business in U.S. A U.S. citizen who is an employee of a foreign corporation is considered a Foreign Person, even though he or she is a U.S. citizen.

2.2.8. The "International Traffic in Arms Regulations" ("ITAR") are the regulations that implement the AECA.

2.2.9. A "Technical Assistance Agreement" ("TAA") is an agreement for the performance of defense services or disclosure of technical data, but which cannot be used to transfer or disclose production rights or manufacturing know-how.

2.2.10. A "Technology Control Plan" ("TCP") is a procedure to control access to sensitive technology by Foreign Persons. A sample TCP can be provided to Seller by Timken, upon request.

2.2.11. The "U.S. Munitions List" ("USML") is a list of articles, services and related technical data, designated as defense articles and defense services by the U.S. The USML is at Section 121.1 of the ITAR.

#### 2.3. General Requirements for Seller's Business:

2.3.1. Seller's Empowered Official shall sign the subcontractor certification attached hereto as Appendix 1 and shall deliver it to Timken's Global Trade & Compliance department ("GT&C") ([timkenexport@timken.com](mailto:timkenexport@timken.com)). Seller shall provide re-certifications from time to time upon Timken's request.

2.3.2. Seller agrees to include the terms of this Section 2 in any contract with any of Seller's subcontractors or other agents involved in Seller's work for Timken. Specifically, prior to engagement of Seller's subcontractors, Seller shall obtain and deliver to Timken the certification attached as Appendix 1, whenever: (i) Seller's subcontractor is providing a defense article or a defense service to Seller; or (ii) Seller is providing a defense article or a defense service to Seller's subcontractor.

2.3.3. Timken has the right to enter Seller's premises or other locations where Seller's work for Timken is being done (including the premises of Seller's subcontractor), with reasonable advance notice, during normal business hours or other reasonable times, to audit (including making copies of) Seller's records to confirm compliance with this Section 2 including the certification by the Empowered Official. Seller shall allow (or arrange with Seller's subcontractor) access to such facilities and cooperate fully (or arrange Seller's subcontractor's full cooperation) with Timken. In the event that Seller (or its subcontractor) is not in compliance, Seller shall pay the reasonable attorneys' fees and costs associated with the audit and any resulting disclosure to DDTC.

2.4. If Seller is providing defense articles to Timken:

2.4.1. Seller's invoice, packing slip, and other documents related to any defense articles for Timken shall clearly state that the shipment contains defense articles.

2.4.2. If Seller exports defense articles at Timken's request or on Timken's behalf, where Timken is shown as the exporter of record, Seller must notify GT&C a reasonable time prior to export ([timkenexport@timken.com](mailto:timkenexport@timken.com)) and receive written authorization from GT&C, before Seller exports. Seller shall then provide Timken with a copy of the Electronic Export Information filed with the U.S. Department of Census' Automated Export System, together with a copy of the appropriate export license from DDTTC.

2.5. If Seller is providing defense services to Timken:

2.5.1. If Seller does not have a Timken-approved TAA covering the intended defense services, Seller shall notify GT&C in writing before beginning the provision of any defense services for Timken.

2.5.2. Seller shall not export any defense services on Timken's behalf or in Timken's name, without prior written authorization by GT&C and an approved TAA in place.

2.6. Seller shall indemnify and hold Timken harmless against any loss, cost or damage suffered by Timken arising out of Seller's violation of, or failure to comply with, the export control laws referenced in this Section 2, or Seller's failure to comply with the obligations set forth in this Section 2.

### 3. Orders for Commercial Items

If Timken has determined that the Products being supplied by Seller under this order meet the definition of "commercial item" under FAR 2.101, then only the clauses marked with an asterisk (\*) in Sections 4, 5 and 6 below will apply to this order.

### 4. Certifications

Seller, by accepting Timken's purchase order, hereby certifies compliance with the following clauses and shall indemnify and hold Timken harmless from and against any loss, damage, liability or expense resulting from any failure of Seller or Seller's lower-tier subcontractors or vendors to provide accurate certifications:

4.1. 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan – Certification (Jun 2008)

4.2. If the value of this order exceeds \$10,000:

52.219-1 Small Business Programs Representations (Apr 2002)

52.219-22 Small Disadvantaged Business Status (Oct 1999)

52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

4.3. If the value of this order exceeds \$25,000:

\*52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (May 2008)

4.4. If the value of this order exceeds \$100,000:

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)

52.204-5 Women-Owned Business (Other Than Small Business) (May 1999)

52.223-13 Certification of Toxic Chemical Release Reporting (Oct 2000)

### 5. Equal Opportunity

**Timken and its subcontractor(s) shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) 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.**

### 6. Additional Government Clauses

6.1. As used herein, "FAR" shall mean the Federal Acquisition Regulation, and "DFARS" shall mean the Defense Federal Acquisition Regulation Supplement.

6.2. The FAR/DFARS Clauses set forth on the following pages are hereby "flowed down" from the applicable Prime Contract or Subcontract and are incorporated by reference with the same force and effect as if they were given in full text. Referenced clauses shall apply to Seller in such a manner as is necessary to reflect the position of Seller as a subcontractor to Timken, and the obligations of the Contractor to the Government as provided in these clauses shall be deemed to be the obligations of Seller to Timken. However, wherever the clauses include a requirement for the settlement of disputes between the parties in accordance with the "Disputes" clause, the dispute shall be disposed of in accordance with the Governing Law and Venue clause of the Agreement, as applicable, and not the Prime Contract or Subcontract.

6.3. Where necessary to make the context of these provisions applicable to this Agreement, the term "Government" and equivalent phrases shall mean Timken, the term "Contractor" shall mean Seller, the term "Contract" shall mean this Agreement, and the terms "Contracting Officer" and equivalent phrases shall mean Timken's contractual representative, except in those instances where regulations or sense of the clause dictate otherwise, or as otherwise specified below. Rights of inspection and audit of Seller's books and records provided in the clauses below, are, however, reserved exclusively to the Government.

6.4. The effective version of each FAR and DFARS clause shall be the same version as that which appears in the Prime Contract or Subcontract. Unless the specific FAR/DFARS clause referenced below is mandatory by law, statute, or regulation, in cases of

inconsistency between any other provision of this Agreement and a referenced clause, the other provision of this Agreement shall be controlling.

6.5. Seller shall indemnify and hold Timken harmless from and against any loss, damage, liability or expense caused by any failure of Seller or Seller's lower-tier subcontractors or vendors to comply with any of the requirements of the applicable FAR and DFARS clauses.

6.6. Seller acknowledges that Timken may flow down to Seller other agency (e.g., DOE, NASA) supplement contract clauses as applicable. Seller shall comply with such other agency clauses that Timken incorporates by reference in its purchase order or other document provided to Seller.

**The following FAR clauses are incorporated by reference as applicable unless otherwise stated on the face of Timken's purchase order:**

<b>FAR Clause</b>	<b>Title and date</b>	<b>Applies to</b>
52.202-1	Definitions (Jul 2004)	All orders
52.203-2	Certificate of Independent Price Determination (Apr 1985)	All orders
52.203-3	Gratuities (Apr 1984)	All orders
52.203-5	Covenant Against Contingent Fees (Apr 1984)	All orders
52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006)	Orders over \$100,000
52.203-7	Anti-Kickback Procedures (Jul 1995)	Orders over \$100,000 (but delete paragraph (c)(1))
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)	All orders
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	All orders
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Sep 2007)	Orders over \$100,000
52.203-13	Contractor Code of Business Ethics and Conduct (Apr 2010)	Orders over \$5 million having a performance period of more than 120 days (all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.)
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)	All orders funded under the Recovery Act.
52.203-14	Display of Hotline Poster(s) (Dec 2007)	Orders over \$5 million except when the order is for commercial items or is to be performed entirely outside the U.S.
52.204-2	Security Requirements (Aug 1996)	Orders involving access to classified information. In paragraph (c) do not replace "Government" with "Buyer".
52.211-5	Material Requirements (Aug 2000)	All orders
52.211-15	*Defense Priority and Allocation Requirements (Apr 2008)	Orders bearing an indication that it is a DPAS rated order
52.211-17	Delivery of Excess Quantities (Sep 1989)	All orders
52.215-2	Audit and Records – Negotiation (Mar 2009)	Orders meeting the criteria stated in this clause. Seller shall be required to submit proprietary information only to the Government or a third party auditor.
52.215-10	Price Reduction for Defective Cost or Pricing Data (Oct 1997)	Orders over \$650,000 that do not qualify for an exception from cost or pricing data
52.215-11	Price Reduction for Defective Cost or Pricing Data -- Modifications (Oct 1997)	Orders over \$650,000 that do not qualify for an exception from cost or pricing data
52.215-12	Subcontractor Cost or Pricing Data (Oct 1997)	Orders over \$650,000 that do not qualify for an exception from cost or pricing data
52.215-13	Subcontractor Cost or Pricing Data – Modifications (Oct 1997)	Orders over \$650,000 that do not qualify for an exception from cost or pricing data
52.215-14	Integrity of Unit Prices (Oct 1997)	Orders over \$10,000 (but paragraph (b) is deleted)
52.215-15	Pension Adjustments and Asset Reversions (Oct 2004)	Orders for which cost and pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)	Orders for which cost and pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31

<b>FAR Clause</b>	<b>Title and date</b>	<b>Applies to</b>
52-215-19	Notification of Ownership Changes (Oct 1997)	Orders for which cost and pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Subpart 31.2
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)	All orders unless otherwise exempt
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Oct 1997)	All orders unless otherwise exempt
52.219-8	*Utilization of Small Business Concerns (May 2004)	All orders. Orders over \$650,000 must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities. Does not apply to small businesses.
52.219-9	Small Business Subcontracting Plan (Jul 2010)	Orders over \$550,000. Does not apply to small businesses.
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	All orders
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (Jul 2005)	Orders over \$100,000
52.222-19	Child Labor – Cooperation with Authorities and Remedies (Jul 2010)	All orders
52.222-20	Walsh-Healey Public Contracts Act (Dec 1996)	Orders over \$10,000
52.222-21	Prohibition of Segregated Facilities (Feb 1999)	All orders
52.222-26	*Equal Opportunity (Mar 2007)	All orders
52.222-35	*Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)	Orders over \$100,000 except when work is performed outside the U.S. by employees recruited outside the U.S.
52.222-36	*Affirmative Action for Workers with Disabilities (Oct 2010)	Orders over \$15,000 except when performance of the work and the recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)	Orders over \$100,000
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Orders over \$100,000
52.222-41	Service Contract Act of 1965 (Nov 2007)	All orders
52.222-50	Combating Trafficking in Persons (Aug 2007)	All orders
52.222-54	Employment Eligibility Verification (Jan 2009)	Orders for services or for construction having a value of \$3,000 or more and which are to be performed in the U.S.
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) and Alternate I	All orders
52.223-7	Notice of Radioactive Materials (Jan 1997)	All orders
52.223-11	Ozone-Depleting Substances (May 2001)	All orders
52.223-14	Toxic Chemical Release Reporting (Aug 2003)	Orders over \$100,000
52.225-1	Buy American Act – Supplies (Feb 2009)	Orders for items that will be delivered as end items to the U.S. Government
52.225-2	Buy American Act Certificate (Feb 2009)	Orders for items that will be delivered as end items to the U.S. Government
52.225-8	Duty-Free Entry (Feb 2000)	All orders
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)	All orders
52.227-1	Authorization and Consent (Dec 2007)	All orders
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)	Orders over \$100,000
52.227-9	Refund of Royalties (Apr 1984)	Orders in which the amount of royalties reported by Seller during negotiation exceeds \$250
52.227-10	Filing of Patent Applications – Classified Subject Matter (Dec 2007)	All orders

<b>FAR Clause</b>	<b>Title and date</b>	<b>Applies to</b>
52.227-11	Patent Rights – Ownership by the Contractor (Dec 2007)	All orders to a small business concern or nonprofit organization for experimental, development and research (references to the Government are not changed; Seller has all rights and obligations of the Contractor in this clause)
52.227-13	Patent Rights -- Ownership by the Government (Dec 2007)	All orders for experimental, developmental, or research work; and with other than small business concern, nonprofit organization, or domestic concern. Clause then applies only to any work of this order to be performed outside U.S. (references to the Government are not changed; Seller has all rights and obligations of the Contractor in this clause)
52.227-14	Rights in Data – General (Dec 2007)	Orders placed under a Government contract or subcontract other than DoD, NASA or DOE contracts and subcontracts
52.227-16	Additional Data Requirements (Jun 1987)	Orders placed under a Government contract or subcontract other than DoD, NASA or DOE contracts and subcontracts
52.229-3	Federal, State and Local Taxes (Apr 2003)	All orders
52.233-3	Protest after Award (Aug 1996)	All orders
52.234-1	Industrial Resources Developed Under Defense Production Act Title III (Dec 1994)	All orders
52.242-13	Bankruptcy (Jul 1995)	All orders
52.242-15	Stop-Work Order (Aug 1989)	All orders
52.242-17	Government Delay of Work (Apr 1984)	All orders
52.243-1	Changes--Fixed Price (Aug 1987)	All orders
52.243-6	Change Order Accounting (Apr 1984)	All orders
52.244-5	Competition in Subcontracting (Dec 1996)	All orders
52.244-6	Subcontracts for Commercial Items (Mar 2007)	All orders
52.245-1	Government Property (Aug 2010)	All orders. "Government" means "Government" and/or "Buyer". The second sentence of paragraph (i) is changed to read: "However, neither the Government nor the Buyer shall be liable . . ."
52.246-2	Inspection of Supplies--Fixed Price (Aug 1996)	All orders
52.246-16	Responsibility for Supplies (Apr 1984)	All orders
52.247-63	Preference for U.S.-Flag Air Carriers (June 2003)	All orders
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) and Alternate I	All orders
52.248-1	Value Engineering (Feb 2000)	Orders over \$100,000
52.249-2	Termination for Convenience of the Government (Fixed-Price) (May 2004)	All orders

**The following DFARS clauses are incorporated by reference as applicable if Timken's purchase order is placed under a Prime Contract or Subcontract with a component of the Department of Defense:**

<b>DFARS Clause</b>	<b>Title and Date</b>	<b>Applies to</b>
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Dec 2008)	Orders over \$100,000
252.204-7000	Disclosure of Information (Dec 1991)	All orders
252.204-7008	Export-Controlled Items (Apr 2010)	All orders
252.204-7012	*Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2019)	All orders
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material (Dec 1991)	All orders
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country (Jan 2009)	All orders

<b>DFARS Clause</b>	<b>Title and Date</b>	<b>Applies to</b>
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (Dec 2006)	All orders
252.211-7000	Acquisition Streamlining (Dec 1991)	Orders over \$1 million
252.219-7003	*Small Business Subcontracting Plan (DoD contracts) (Apr 2007)	Orders over \$550,000. Does not apply to small businesses.
252.211-7003	Item Identification and Valuation (Aug 2008)	All orders for items requiring unique item identification
252.223-7001	Hazard Warning Labels (Dec 1991)	All orders
252.225-7001	Buy American Act and Balance of Payments Program (Jan 2009)	In lieu of FAR 52.225-1 if that clause would otherwise apply
252.225-7002	Qualifying Country Sources as Subcontractors (Apr 2003)	All orders that include one of the following clauses: (i) 252.225-7001, Buy American Act and Balance of Payments Program. (ii) 252.225-7021, Trade Agreements. (iii) 252.225-7036, Buy American Act—Free Trade Agreements— Balance of Payments Program.
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Sep 2006)	All orders for items covered by the U.S. Munitions List
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Jul 2009)	All orders under Prime Contracts entered into after July 29, 2009
252.225-7013	Duty-Free Entry (Dec 2009)	All orders
252.225-7014	*Preference for Domestic Specialty Metals and Alternate I (Apr 2003)	All orders under Prime Contracts entered into prior to July 29, 2009
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (Mar 2006)	All orders
252.225-7025	Restriction on Acquisition of Forgings (Dec 2009)	Orders for forging items or products that contain forging items
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Orders over \$500,000
252.227-7013	Rights in Technical Data – Noncommercial Items (Nov 1995)	Orders requiring the delivery of technical data for a noncommercial item, component or process
252.227-7015	*Technical Data – Commercial Items (Nov 1995)	Orders requiring the delivery of technical data for a commercial item, component or process
252.227-7016	Rights in Bid or Proposal Information (Jun 1995)	All orders
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (Jun 1995)	Orders requiring the delivery of technical data or software
252.227-7019	Validation of Asserted Restrictions – Computer Software (Jun 1995)	Orders requiring the delivery of software
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (Jun 1995)	Orders for which the Government or Timken has provided Seller with technical data or software that is marked with another contractor's restrictive legend
252.227-7026	Deferred Delivery of Technical Data or Computer Software (Apr 1988)	Orders requiring the delivery of technical data or software
252.227-7027	Deferred Ordering of Technical Data or Computer Software (Apr 1988)	Orders requiring the delivery of technical data or software
252.227-7030	Technical Data – Withholding of Payment (Mar 2000)	Orders requiring the delivery of technical data
252.227-7037	Validation of Restrictive Markings on Technical Data	Orders requiring the delivery of technical data, except orders for commercial items or commercial components
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch (Dec 1991)	All orders
252.231-7000	Supplemental Cost Principles (Dec 1991)	All orders
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Jan 2009)	All orders
252.243-7001	Pricing of Contract Modifications (Dec 1991)	All orders
252.243-7002	*Requests for Equitable Adjustment (Mar 1998)	Orders over \$100,000

<b>DFARS Clause</b>	<b>Title and Date</b>	<b>Applies to</b>
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts) (Aug 2009)	All orders
252.246-7001	Warranty of Data and Alternate 1 (Dec 1991)	All orders
252.246-7003	Notification of Potential Safety Issues (Jan 2007)	All orders
252.247-7023	*Transportation of Supplies by Sea (May 2002) Alternate III May 2002	Orders over \$100,000
252.247-7024	*Notification of Transportation of Supplies by Sea (Mar 2000)	Orders over \$100,000
252.249-7002	Notification of Anticipated Contract Termination or Reduction (Dec 2006)	Orders over \$550,000 when Timken is the prime contractor, and orders over \$100,000 when Timken is a first-tier subcontractor (substitute "Timken" for "Contracting Officer" throughout; modify paragraph (d)(1) to read "[P]rovide notice of the proposed termination or reduction to each subcontractor with a subcontract of \$100,000 or more under the program . . ."]

**APPENDIX 1  
SUBCONTRACTOR CERTIFICATION OF ITAR COMPLIANCE**

Seller's name and address:	Location(s) where work will be performed:
Seller's POC name, title, address, telephone, email:	Seller's Empowered Official name, title, address, telephone, email:

**CERTIFICATION AND COMPLIANCE COMMITMENTS:**

Registration of Seller's Company. Seller is registered with the DDTC, pursuant to Part 122 of the ITAR.

TCP. Seller has formally adopted and implemented a Technology Control Plan which controls access to ITAR-controlled technical data and Defense Services by Foreign Person in the context of employment, facility visits and other releases in the normal course of business.

No Export. Seller will not export any defense articles (including technical data) or any Defense Services in Seller's work for Timken, unless previously approved by Timken's Global Trade & Compliance department ([timkenexport@timken.com](mailto:timkenexport@timken.com)) in writing, which shall not be unreasonably withheld, and exported in accordance with Timken's reasonable instructions. This includes no exports to a Timken location outside the U.S. or to a Foreign Person, even if that Foreign Person is an employee of Seller.

Foreign Person Involvement Prohibited. Unless there is an appropriate license or exemption from the DDTC (and approval from Timken), Seller will not allow any Foreign Person: (1) to view or have access to any of the drawings, specifications or other technical information that Timken has provided to Seller, or which Seller generates in Seller's work for Timken; (2) to observe the design, manufacture or any other aspect of Seller's work for Timken; (3) to participate in technical meetings or teleconferences about Seller's work for Timken; and (4) to receive e-mails or access records containing technical information about Seller's work for Timken, including information in Seller's files or data bases.

Warnings on Technical Data Records. Seller will clearly mark warnings on any drawings, e-mails, or other records containing technical data related to Seller's work for Timken, to the effect that the technical information contained in those records cannot be accessed, transferred or otherwise provided to Foreign Persons, unless expressly permitted by license or other authorization from DDTC.

Records Showing no Foreign Person Access. Seller will maintain reasonable records to demonstrate compliance with the foregoing certifications and commitments. Seller will retain these records for at least a period of five (5) years and shall make them available to Timken for inspection upon request.

Strict Compliance. Seller's personnel are trained and familiar with the ITAR and any other applicable laws or regulations regarding the provision and export of defense articles and defense services.

I am an Empowered Official of the Seller identified above. I certify to the accuracy of the statements set forth above and agree on behalf of the Seller to the ITAR compliance commitments made above.

By: \_\_\_\_\_ Date: \_\_\_\_\_