

**SUPPLEMENTAL PROVISIONS TO CELESTICA'S STANDARD PURCHASING TERMS  
AND CONDITIONS FOR FIRM FIXED PRICE PURCHASE ORDERS OR SUBCONTRACTS  
UNDER A U.S. GOVERNMENT PRIME CONTRACT - COMMERCIAL ITEMS (FAR PART 12)**

When commercial items, materials, products, goods or services, including products resulting from services hereby ordered, are for use in connection with a United States Government prime contract or higher-tier subcontract, the following provisions shall apply as required, by the terms of the prime contract or by operation of law or regulation, in addition to Celestica's Standard Purchasing Terms and Conditions. As used herein, "FAR" shall mean the Federal Acquisition Regulation, "DFARs" shall mean the Department of Defense Supplement to the FAR, and "Commercial Item" shall mean a commercial item as defined in FAR 2.101. In the event of a conflict between these FAR or DFARs supplemental commercial item provisions and Celestica's Standard Purchasing Terms and Conditions, these FAR and DFARs supplemental provisions shall control. The provisions set forth below are applicable to the order (referred to herein as "order" or "purchase order" or contract") and Seller shall include such provisions that by its terms is required to be included in lower-tier subcontracts and purchase orders, in all subcontracts or purchase orders that it issues. Seller shall indemnify and hold harmless Buyer 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.

**A. DISPUTES.** All disputes under this Contract that are not disposed of by mutual agreement will be resolved in accordance with Celestica's Standard Purchasing Terms and Conditions. Until final resolution of any dispute hereunder, Seller shall diligently proceed with the performance of this Contract as directed by Buyer. If a dispute relates to a matter that would give Buyer recourse against the Federal Government or a Prime Contractor under its contracts, the following provisions shall apply:

1. Seller will give Buyer a fully supported written claim within ninety (90) days after the claim accrues, but no later than final payment under the order. Seller will fully cooperate with Buyer in prosecuting any such dispute and will be bound by the outcome unless Buyer discontinues its prosecution of the dispute or does not afford Seller an opportunity to continue to prosecute the dispute in Buyer's name.

2. For any claim that exceeds \$100,000, Seller shall provide a certification in the form and signed by the appropriate official of the Seller as set forth in the "Disputes" clause, FAR 52.233-1 (May 2014), as directed by Buyer.

3. Seller shall indemnify and hold harmless Buyer for any liability or reduction in Buyer's claim or request for adjustment to its customer resulting from any false or fraudulent statement or certification submitted by Seller in connection with this order.

**B. APPLICABLE LAW.** In addition to the applicable law provision of Celestica's Standard Purchasing Terms and Conditions, the following shall also apply: This order shall be governed by and construed in accordance with the laws of U.S. Government contracts as set forth by statute and applicable regulations and by decisions of the appropriate courts and Boards of Contract Appeals.

**C. SELLER BUSINESS PRACTICES AND RESPONSIBILITY.** The provisions in FAR Parts 3 and 9 require persons doing business with the Federal Government to comply with certain laws and regulations. Seller agrees to indemnify and hold Buyer harmless from and against any loss, damage, liability, or expenses caused by any failure of Seller or Seller's lower-tier subcontractors or suppliers to comply with any of the requirements of those laws and regulations.

**D. CERTIFICATIONS.**

1. If the value of the order exceeds \$3,500, Seller shall submit the following certifications and representations:

- 52.219-1, Small Business Programs Representations (Oct 2014)

2. If the value of the order exceeds \$35,000. Seller shall submit the following certifications and representations:

- 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)

3. If the value of the order exceeds \$150,000, Seller shall submit the following certifications and representations:

- 52.209-5, Certification Regarding Responsibility Matters (Oct 2015)
- 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) (Oct 2014)

4. Seller shall submit the following certification for all orders at the time of submission of its offer/quote:

- 52.225-2, Buy American Act Certificate (May 2014)
- 52.225-7000, Buy American—Balance Of Payments Program Certificate—Basic (Nov 2014)

5. Seller acknowledges that Buyer will rely upon Seller's certifications and representations contained herein and in any written offer, proposal or quote, or company profile submission, which results in award of a contract to Seller. By entering into such contract, Seller republishes the certifications and representations submitted with its written offer and/or made annually, including company profile information, and oral offers/quotations made at the request of Buyer. Seller shall immediately notify Buyer of any change of status regarding any certification or representation.

6. Seller shall provide immediate written notice to Buyer if Seller learns that its certification was erroneous when submitted, or has become erroneous through changed circumstances. Seller shall indemnify and hold Buyer harmless from and against any loss, damage, liability, or expenses caused by any failure of Seller or Seller's lower-tier subcontractors or suppliers to provide accurate certifications. Seller shall provide immediate notification and obtain prior written approval from Buyer prior to changing the place of manufacture of any end product.

**E. AMENDMENTS REQUIRED BY PRIME CONTRACT.** Seller agrees that upon request of Buyer it will negotiate in good faith with Buyer relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

**F. COMMUNICATION WITH CELESTICA CUSTOMER.** Buyer shall be solely responsible for all liaison and coordination with Buyer's customer, including the U.S. Government, as it affects the applicable prime contract, this Contract, and any related contract.

**G. ELECTRONIC CONTRACTING.** The parties agree that if this Contract and/or its supplemental terms are transmitted electronically, neither party shall contest the validity of this Contract, or any acknowledgement thereof, on basis that this Contract or acknowledgement contains an electronic signature.

**H. PRESERVATION OF THE GOVERNMENT'S RIGHTS.** If Buyer furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which the Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that Buyer acting on its own behalf, may modify or limit any rights the Government may have to

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authorize Supplier's use of such Furnished Items in support of other U.S. Government prime contracts.

**I. FLOWDOWN CLAUSES.**

1. Government contract clauses (FAR and DFARs) are incorporated by reference and are those in effect on the date of the latest Government prime contract under which the order is issued; however, if Buyer does not enter into a contract with its customer until after the date of the order, such clauses are those in effect on the date of the order and Seller agrees to comply with any revised versions of the Government contract clauses cited that are set forth in Buyer's contract with its customer. .

2. In all such clauses, unless otherwise specified, "the contract" shall mean the order, "Contractor" shall mean Seller, "Contracting Officer" shall mean Buyer, "Government" shall include Buyer to the extent necessary to enable Buyer to administer this order and to perform its obligations under its Government prime contractor lower-tier subcontract, and "subcontract(s)" and "subcontractor(s)" shall mean Seller's lower-tier subcontract(s) and subcontractor(s), respectively.

3. If any of the following clauses do not apply to this order as defined in the respective FAR or DFARs provision, such clauses are considered to be self-deleting.

4. The following clauses and provisions are incorporated by reference and apply to the order as if fully set forth herein and as defined by the respective FAR or DFARs clause or provision. In addition, 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 harmless Buyer 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.

**The following FAR and DFARS clauses apply per dollar threshold and notes as set forth below:**

**CLAUSES APPLICABLE TO PURCHASE ORDERS WITHOUT REGARD TO DOLLAR VALUE:**

CLAUSE	TITLE	DATE	NOTES
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	Jun-10	Applies to all contracts funded in whole or in part with American Recovery Act funds.
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan-17	
52.222-17	No Displacement of Qualified Workers	May-14	Service contracts only
52.222-35	Equal Opportunity for Veterans	Oct-15	

5.222-41	Service Contract Act	May-14	Service contracts only
52.222-50	Combating Trafficking in Persons	Mar-15	
52.222-51	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements	May-14	
52.222-53	Exemption from Application of the Services Contract Act to Contracts for Certain Services - Requirements	May-14	
52.222-55	Minimum Wages	Dec-15	
52.222-62	Paid Sick Leave Under Executive Order 13706	Jan-17	Service contracts only
52.224-3	Privacy Training	Jan-17	
52.225-1	Buy American Act - Supplies	May-14	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec-13	Applies only to small businesses
52.244-6	Subcontracts for Commercial Items	Jun-16	
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	Feb-06	Applicable to all contracts that may involve international ocean transport
252.203-7002	Requirements to Inform Employees of Whistleblowers Rights	Sep-13	
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	Dec-15	
252.223-7008	Prohibition of Hexavalent Chromium	Jun-13	Applicable to all contracts for supplies, maintenance and repair services

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252.225-7001	Buy American Act and Balance of Payments Program	Aug-16	
252.225-7008	Restriction on Acquisition of Specialty Metals	Mar-13	Specialty Metals
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Oct-14	Specialty Metals - (1) Modify paragraph (c)(6) of this clause as necessary to facilitate management of the minimal content exception; (2) Exclude paragraph (d) of this clause; and (3) Include this paragraph).
252.225-7010	Commercial Derivative Military Article - Specialty Metals Compliance Certificate	Jul-09	Specialty Metals
252.225-7048	Export Controlled Items	Jun-13	
252.227-7013	Rights in Technical Data – Noncommercial Items	Feb-14	Applicable if contract includes ITAR
252.227-7015	Technical Data – Commercial Items	Feb-14	Applicable if contract includes ITAR
252.227-7037	Validation of Restrictive Markings on Technical Data	Sep-16	Applicable if contract includes ITAR
252.239-7010	Cloud Computing Services	Oct-16	Applicable if contract includes cloud computing services
252.239-7018	Supply Chain Risk	Oct-15	
252.244-7000	Subcontracts for Commercial Items and Commercial Components	Jun-13	

252.246-7003	Notification of Potential Safety Issues	Jun-13	
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	Aug-16	Applicable if contract includes electronic parts
252.246-7008	Sources of Electronic Parts	Oct-16	Applicable if contract includes electronic parts
252.247-7024	Notification of Transportation of Supplies by Sea	Mar-00	As required by subsection (b)(ii) of 252.247-7024

**CLAUSES APPLICABLE TO PURCHASE ORDERS OVER \$3,500 OR THE MICRO PURCHASE THRESHOLD DOLLAR VALUE:**

52.222-54	Employment Eligibility Verification	Oct-15	Applies to contracts performed in the U.S. and with a period of performance greater than 120 days
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**CLAUSES APPLICABLE TO PURCHASE ORDERS OVER \$10,000 DOLLAR VALUE:**

52.222-21	Prohibition of Segregated Facilities	Apr-15	
52.222-26	Equal Opportunity	Sep-16	
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec-10	Contract will be performed wholly or partially in the U.S

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**CLAUSES APPLICABLE TO PURCHASE  
ORDERS OVER \$15,000 DOLLAR  
VALUE:**

52.222-36	Affirmative Action for Workers with Disabilities	Jul-14	
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52.222-60	Paycheck Transparency	Oct-16	Not applicable to commercially available off-the-shelf items
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**CLAUSES APPLICABLE TO PURCHASE  
ORDERS OVER \$35,000 DOLLAR  
VALUE:**

52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	Oct-15	
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**CLAUSES APPLICABLE TO PURCHASE  
ORDERS OVER \$700,000 DOLLAR  
VALUE:**

52.219-8	Utilization of Small Business Concerns	Oct-14	Not applicable to small business concerns
52.219-9	Small Business Subcontracting Plan	Oct-15	Not applicable to small business concerns

**CLAUSES APPLICABLE TO PURCHASE  
ORDERS OVER \$150,000 OR THE  
SIMPLIFIED ACQUISITION THRESHOLD  
DOLLAR VALUE:**

52.203-7	Anti-Kickback Procedures	May-14	
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Oct-10	
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights	Apr-14	
52.215-23	Limitations on Pass-Through Charges	Oct-09	
52.222-37	Employment Reports on Veterans	Feb-16	
252.247-7023	Transportation of Supplies by Sea	Apr-14	

**CLAUSES APPLICABLE TO PURCHASE ORDERS  
OVER \$5,500,000 DOLLAR VALUE:**

52.203-13	Contractor Code of Business Ethics and Conduct	Oct-15	Applies to all contracts with a period of performance greater than 120 days
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**CLAUSES APPLICABLE TO PURCHASE  
ORDERS OVER \$500,000 DOLLAR  
VALUE:**

52.222-59	Compliance with Labor Laws	Oct-16	Not applicable to commercially available off-the-shelf items
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