



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. Seller shall periodically check the Timken Supplier Network (<http://tsn.timken.com>) 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). 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) 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 DDTC.

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 (Aug 2009)

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

52.219-1 Small Business Programs Representations (Sep 2021)

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 (Aug 2020)

4.4. If the value of this order exceeds \$150,000:

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

4.5. If the value of this order exceeds the Simplified Acquisition Threshold (currently \$250,000)

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

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:

FAR Clause	Title and date	Applies to
52.202-1	Definitions (Jun 2020)	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 (May 2014)	All orders
52.203-6	*Restrictions on Subcontractor Sales to the Government (Jun 2020)	Orders over the Simplified Acquisition Threshold (currently \$250,000)
52.203-7	Anti-Kickback Procedures (Jun 2020)	Orders over \$150,000 (but delete paragraph (c)(1))
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	Orders over the Simplified Acquisition Threshold (currently \$250,000)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	Orders over the Simplified Acquisition Threshold (currently \$250,000)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)	Orders over \$150,000
52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)	Orders over \$6 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.)
52.203-14	Display of Hotline Poster(s) (Nov 2021)	Orders over \$6 million except when the order is for commercial items or is to be performed entirely outside the U.S.
52.203-15	*Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)	All orders funded under the Recovery Act.
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	All orders.
52.204-2	*Security Requirements (Mar 2021)	Orders involving access to classified information. In paragraph (c) do not replace "Government" with "Buyer".
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)	All first-tier subcontracts over \$30,000.
52.204-14	Service Contract Reporting Requirements (Oct 2016)	All first-tier subcontracts over \$500,000 (for fixed price contracts) or the Simplified Acquisition Threshold (currently \$250,000) (for all other contract types).
52.204-21	*Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)	All orders in which the subcontractor may have federal contract information residing on or transiting through its information systems.
52.204-23	*Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021)	All orders.
52.204-25	*Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)	All orders.
52.204-27	Prohibition on a ByteDance Covered Application (Jun 2023)	All orders.
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 (Jun 2020)	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 (Aug 2011)	Orders over \$2 million that do not qualify for an exception from cost or pricing data
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications (Jun 2020)	Orders over \$2 million that do not qualify for an exception from cost or pricing data
52.215-12	Subcontractor Cost or Pricing Data (Jun 2020)	Orders over \$2 million that do not qualify for an exception from cost or pricing data

52.215-13	Subcontractor Cost or Pricing Data – Modifications (Jun 2020)	Orders over \$2 million that do not qualify for an exception from cost or pricing data
52.215-14	Integrity of Unit Prices (Nov 2021)	Orders over the Simplified Acquisition Threshold (currently \$250,000) (but paragraph (b) is deleted)
52.215-15	Pension Adjustments and Asset Reversions (Oct 2020)	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
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 (Nov 2021)	All orders unless otherwise exempt
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Nov 2021)	All orders unless otherwise exempt
52.219-8	*Utilization of Small Business Concerns (Oct 2018)	All orders. Orders over the Simplified Acquisition Threshold (currently \$250,000) 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 (Nov 2021)	Orders over \$750,000. 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 (May 2018)	Orders over \$150,000
52.222-19	Child Labor – Cooperation with Authorities and Remedies (Jan 2022)	All orders
52.222-21	Prohibition of Segregated Facilities (Apr 2015)	All orders
52.222-26	*Equal Opportunity (Sep 2016)	All orders
52.222-35	*Equal Opportunity for Veterans (Jun 2020)	Orders over \$150,000 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 (Jun 2020)	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 Veterans (Jun 2020)	Orders over \$150,000
52.222-40	*Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	Orders over the Simplified Acquisition Threshold (currently \$250,000)
52.222-41	Service Contract Labor Standards (Aug 2018)	All orders
52.222-50	*Combating Trafficking in Persons (Nov 2021)	All orders
52.222-54	Employment Eligibility Verification (May 2022)	Orders over \$150,000 unless performed wholly outside the U.S., or for a period of less than 120 days, or only for COTS (including commercial services which are part of a COTS item)
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)	All orders 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.
52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2022)	All orders 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.
52.223-3	Hazardous Material Identification and Material Safety Data (Feb 2021) and Alternate I	All orders
52.223-7	Notice of Radioactive Materials (Jan 1997)	All orders

52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016)	All orders
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020)	All orders over the micro-purchase threshold (currently \$10,000)
52.225-1	Buy American– Supplies (Nov 2021)	Orders for items that will be delivered as end items to the U.S. Government
52.225-2	Buy American Act Certificate (Feb 2021)	Orders for items that will be delivered as end items to the U.S. Government
52.225-8	Duty-Free Entry (Oct 2010)	All orders
52.225-13	Restrictions on Certain Foreign Purchases (Feb 2021)	All orders
52.227-1	Authorization and Consent (Jun 2020)	All orders, except if performance and delivery are wholly outside of the U.S.
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)	Orders over the Simplified Acquisition Threshold (currently \$250,000)
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
52.227-11	Patent Rights – Ownership by the Contractor (May 2014)	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 (May 2014)	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 (Feb 2013)	All orders
52.233-3	Protest after Award (Aug 1996)	All orders
52.234-1	Industrial Resources Developed Under Title III Defense Production Act (Sep 2016)	All orders
52.242-13	Bankruptcy (Jul 1995)	Orders over the Simplified Acquisition Threshold (currently \$250,000)
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)	Orders over the Simplified Acquisition Threshold (currently \$250,000)
52.244-6	Subcontracts for Commercial Items (Mar 2007)	All orders
52.245-1	Government Property (Sep 2021)	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 (Jun 2003)	All orders
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) and Alternate I	All orders

52.248-1	Value Engineering (Jun 2020)	Orders over the Simplified Acquisition Threshold (currently \$250,000)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Apr 2012)	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:

DFARS Clause	Title and Date	Applies to
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Dec 2008)	Orders over the Simplified Acquisition Threshold (currently \$250,000)
252.204-7000	Disclosure of Information (Oct 2016)	All orders
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material (Dec 1991)	All orders
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (May 2019)	Orders over \$150,000.
252.211-7003	Item Identification and Valuation (Mar 2022)	All orders for items requiring unique item identification
252.219-7003	*Small Business Subcontracting Plan (DoD contracts) (Dec 2019)	Orders over \$750,000. Does not apply to small businesses.
252.223-7001	Hazard Warning Labels (Dec 1991)	All orders
252.225-7001	Buy American Act and Balance of Payments Program (Jun 2022)	In lieu of FAR 52.225-1 if that clause would otherwise apply
252.225-7002	Qualifying Country Sources as Subcontractors (Mar 2022)	All orders that include one of the following clauses: (i) 252.225-7001, Buy American Act and Balance of Payments Program. () 252.225-7021, Trade Agreements. 252 () 252.225-7036, Buy American Act—Free Trade
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Dec 2018)	All orders for items covered by the U.S. Munitions List
252.225-7009	*Restriction on Acquisition of Certain Articles Containing Specialty Metals (Dec 2019)	All orders over the Simplified Acquisition Threshold (currently \$250,000)
252.225-7013	Duty-Free Entry (Mar 2022)	All orders
252.225-7016	*Restriction on Acquisition of Ball and Roller Bearings (Jun 2011)	All orders
252.225-7025	Restriction on Acquisition of Forgings (Dec 2009)	Orders for forging items or products that contain forging items
252.225-7048	Export-Controlled Items (Jun 2013)	All orders
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Apr 2019)	Orders over \$500,000
252.227-7013	Rights in Technical Data – Noncommercial Items (Feb 2014)	Orders requiring the delivery of technical data for a noncommercial item, component or process
252.227-7015	*Technical Data – Commercial Items (Feb 2014)	Orders requiring the delivery of technical data for a commercial item, component or process
252.227-7016	Rights in Bid or Proposal Information (Jan 2011)	All orders
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (Jan 2011)	Orders requiring the delivery of technical data or software
252.227-7019	Validation of Asserted Restrictions – Computer Software (Sep 2016)	Orders requiring the delivery of software
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (May 2013)	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 (Apr 2022)	Orders requiring the delivery of technical data, except orders for commercial items or commercial components
252.228-7005	Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (Nov 2019)	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 (Jun 2013)	All orders
252.243-7001	Pricing of Contract Modifications (Dec 1991)	All orders
252.243-7002	*Requests for Equitable Adjustment (Dec 2012)	Orders over the Simplified Acquisition Threshold (currently \$250,000)
252.244-7000	*Subcontracts for Commercial Items and Commercial Components (DOD Contracts) (Jan 2021)	All orders
252.246-7001	Warranty of Data and Alternate 1 (Mar 2014)	All orders
252.246-7003	*Notification of Potential Safety Issues (Jun 2013)	All orders
252.247-7023	*Transportation of Supplies by Sea (Feb 2019)	Orders over \$100,000
252.249-7002	Notification of Anticipated Contract Termination or Reduction (Jun 2020)	Orders over \$150,000 when Timken is the prime contractor, and orders over \$150,000 when Timken is a first-tier subcontractor (substitute "Timken" for "Contracting Officer" throughout; modify paragraph (d)(1) to read "[P]rovide notice of the anticipated termination or reduction to each subcontractor with a subcontract of \$150,000 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) 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: _____