STRYKER SUPPLEMENTAL GOVERNMENT CONTRACT FLOWDOWN PROVISIONS COVERED BY THE FEDERAL ACQUISITION REGULATION (FAR) and DEPARTMENT OF DEFENSE FAR SUPPLEMENT (DFARS)

Buyer and Seller intend that these FAR and DFARS clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to Buyer, and to ensure Seller's obligations to Buyer and to the Government, and to enable Buyer to meet its contract obligations to the Government. Consequently, in interpreting and applying FAR and DFARS clauses flowed down to Seller, and as context requires, the terms “Contractor” and “Offeror” shall mean Seller and the terms “Government”, “Contracting Officer” and equivalent phrases shall mean Buyer and/or Buyer’s Representative, unless otherwise indicated. However, as an exception to the foregoing, the terms “Government” and “Contracting Officer” do not change in the following circumstances:

a) In the phrases “Government Property,” “Government-Furnished Property,” and “Government-Owned Property”;
b) In the Patent Rights and Rights in Technical Data clauses incorporated therein, if any;
c) When a right, act, authorization, or obligation can be granted or performed only by the Government or a Contracting Officer or his/her duly-authorized representative;
d) When title to property is to be transferred directly to the Government;
e) When access to proprietary financial information or other proprietary data is required, except as otherwise provided in this Contract; and
f) Where specifically modified in this Contract.

FAR and DFARS clauses flowed down by Buyer to Seller pursuant to this provision may require submission of representations and certifications, all of which made in connection with this Contract, including all such certifications submitted by Seller which will be considered as current in its offer are hereby incorporated in this Contract by reference. Seller shall provide immediate written notice to Buyer if, any time prior to award of any order it learns that its representation(s), certification(s), and/or disclosure(s) was erroneous, when submitted, or has become erroneous by reason of changed circumstances. Seller shall, with respect to applicable FAR and DFARS clauses flowed down pursuant to this provision, furnish to Buyer (or directly to the Government upon request of Buyer) any certificate required to be furnished by any FAR or DFARS clause and any certificate required by any further U.S. law, ordinance, or regulation with respect to Seller’s compliance with the terms and provisions of U.S. laws, ordinances, or regulations. As used in this paragraph, the word “certificate” shall include any plan or course of action or record keeping function, as, for example, a small business subcontracting plan for which flow down is required.

Section I:

In addition to the FAR and DFARS clauses in other sections of this document and the provisions of TC-03, the following clauses apply to all Contracts, POs, and Buyer solicitations:

<table>
<thead>
<tr>
<th>FAR</th>
<th>FAR Clause Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.215-2</td>
<td>Audit and Records—Negotiation (Alt. I) (Oct 2010)</td>
</tr>
<tr>
<td></td>
<td>(This alternate applies if this Contract is funded in whole or in part by the American Recovery and</td>
</tr>
<tr>
<td></td>
<td>Reinvestment Act of 2009; otherwise, FAR 52.215-2 applies as stated in FAR 52.215-2(g).</td>
</tr>
<tr>
<td>52.216-7</td>
<td>Allowable Cost and Payment (Jun 2013)</td>
</tr>
<tr>
<td></td>
<td>(Applies if this Contract is cost-reimbursement or time-and-materials.)</td>
</tr>
<tr>
<td>52.222-48</td>
<td>Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration,</td>
</tr>
<tr>
<td></td>
<td>or Repair of Certain Equipment Certification (Feb 2007)</td>
</tr>
<tr>
<td></td>
<td>(Applies if this Contract is exempt from the Service Contract Act per FAR part 22.10.)</td>
</tr>
<tr>
<td>52.222-51</td>
<td>Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance,</td>
</tr>
<tr>
<td></td>
<td>Calibration, or Repair of Certain Equipment—Requirements (May 2014)</td>
</tr>
<tr>
<td></td>
<td>(Applies if this Contract is exempt from the Service Contract Act (41 U.S. C. 351, et. seq.) per FAR</td>
</tr>
<tr>
<td></td>
<td>subpart 22.10.)</td>
</tr>
<tr>
<td>Clause Number</td>
<td>Description</td>
</tr>
<tr>
<td>--------------</td>
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</tr>
<tr>
<td>52.222-53</td>
<td>Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014)</td>
</tr>
<tr>
<td></td>
<td>(Applies if this Contract is exempt from the Service Contract Act (41 U.S.C., et. seq.) per FAR subpart 22.10.)</td>
</tr>
<tr>
<td>52.223-6</td>
<td>Drug-Free Workplace (May 2001)</td>
</tr>
<tr>
<td></td>
<td>(Except for Contracts that will be performed outside the United States and its outlying areas and except for Contracts for commercial items.)</td>
</tr>
<tr>
<td>52.225-1</td>
<td>Buy American Act—Supplies (Feb 2009)</td>
</tr>
<tr>
<td></td>
<td>(Does not apply if FAR 52.225-3, FAR 52.225-5, or DFARS 252.225-7001 applies to this Contract.)</td>
</tr>
<tr>
<td>52.225-3</td>
<td>Buy American Act—Free Trade Agreement—Israeli Trade Act (Nov 2012)</td>
</tr>
<tr>
<td></td>
<td>(Applies if this Contract satisfies the circumstances in FAR 25.1101(b)(1).)</td>
</tr>
<tr>
<td>52.225-5</td>
<td>Trade Agreements (Sep 2013)</td>
</tr>
<tr>
<td></td>
<td>(Applies if this Contract satisfies the circumstances in FAR 25.1101(c)(1).)</td>
</tr>
<tr>
<td>52.225-13</td>
<td>Restrictions on Certain Foreign Purchases (Jun 2008)</td>
</tr>
<tr>
<td>52.229-3</td>
<td>Federal, State, and Local Taxes (Apr 2003)</td>
</tr>
<tr>
<td>52.229-4</td>
<td>Federal, State, and Local Taxes (State and Local Adjustment) (Apr 2003)</td>
</tr>
<tr>
<td>52.232-39</td>
<td>Unenforceability of Unauthorized Obligations (Jun 2013)</td>
</tr>
<tr>
<td></td>
<td>(“Government” retains its meaning.)</td>
</tr>
<tr>
<td>52.242-15</td>
<td>Stop Work Order (Aug 1989)</td>
</tr>
<tr>
<td></td>
<td>(“Ninety (90) days” is changed to “one hundred (100) days” and “thirty (30) days” is changed to “twenty (20) days” throughout the clause.)</td>
</tr>
<tr>
<td>52.242-17</td>
<td>Government Delay of Work (Apr 1984)</td>
</tr>
<tr>
<td></td>
<td>(“Contracting Officer” in Para. (a) includes Buyer; “Government” does not change.)</td>
</tr>
<tr>
<td>52.246-11</td>
<td>Higher-Level Contract Quality Requirement (Dec. 2014)</td>
</tr>
<tr>
<td>52.246-23</td>
<td>Limitation of Liability (Apr 1984)</td>
</tr>
<tr>
<td>52.246-24</td>
<td>Limitation of Liability—High Value Items (Feb 1997)</td>
</tr>
<tr>
<td>52.246-25</td>
<td>Limitation of Liability—Services (Feb 1997)</td>
</tr>
<tr>
<td>52.249-1</td>
<td>Termination for the Convenience of the Government (Fixed-Price) (Short Form) (Apr 1984)</td>
</tr>
<tr>
<td></td>
<td>(Applies if this Contract is fixed price and is below the simplified acquisition threshold.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DFARS</th>
<th>DFARS Clause Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>252.203-7000</td>
<td>Requirements Relating to Compensation of Former DOD Officials (Sep 2011)</td>
</tr>
<tr>
<td>252.204-7003</td>
<td>Control of Government Personnel Work Product (Apr 1992)</td>
</tr>
<tr>
<td>252.204-7005</td>
<td>Oral Attestation of Security Responsibilities (Nov 2001)</td>
</tr>
<tr>
<td></td>
<td>(Applies if FAR 52.204-2 applies to this Contract.)</td>
</tr>
<tr>
<td>252.225-7027</td>
<td>Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)</td>
</tr>
<tr>
<td>252.225-7030</td>
<td>Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (Dec 2006)</td>
</tr>
<tr>
<td>252.228-7000</td>
<td>Reimbursement for War-Hazard Losses (Dec 1991)</td>
</tr>
<tr>
<td></td>
<td>(Applies if FAR 52.228-4 applies to this Contract.)</td>
</tr>
<tr>
<td></td>
<td>(Applies if this Contract is incrementally funded and fixed price.)</td>
</tr>
<tr>
<td>252.244-7001 Alt. 1</td>
<td>Contractor Purchasing System Administration - Alternate I (May 2014)</td>
</tr>
</tbody>
</table>
Section II:
In addition to the FAR and DFARS clauses in other sections of this document and the provisions of TC-03, the following clauses apply to all Contracts and POs over $35,000 and all Buyer solicitations that are expected to exceed $35,000:

DFARS | DFARS Clause Title
--- | ---
252.209-7004 | Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (Dec 2014)

Section III:
In addition to the FAR and DFARS clauses in other sections of this document and the provisions of TC-03, the following clauses apply to all Contracts and POs over $150,000 and all Buyer solicitations that are expected to exceed $150,000:

FAR | FAR Clause Title
--- | ---
52.244-5 | Competition in Subcontracting (Dec 1996)

Section IV:
In addition to the FAR and DFARS clauses in other sections of this document and the provisions of TC-03, the following clauses apply to all Contracts and POs over $650,000 and all Buyer solicitations that are expected to exceed $650,000:

FAR | FAR Clause Title
--- | ---
52.219-16 | Liquidated Damages—Subcontracting Plan (Jan 1999)
   | (Applies if FAR 52.219-9 applies to this Contract.)

DFARS | DFARS Clause Title
--- | ---
252.219-7003 | Small Business Subcontracting Plan (DoD Contracts) (Oct 2014)
   | (Applies if FAR 52.219-9 applies to this Contract. Deviation 2013-O0014 applies to this Contract if contains FAR 52.219-9.)
252.219-7004 | Small Business Subcontracting Plan (Test Program) (Oct 2014)
   | (Applies to contracts that offer subcontracting possibilities as prescribed in DFARS Subpart 219.708 (b)(1)(B) in lieu of 252.219-7003 and includes other denoted FARs/DFARS; the threshold amount for a Contract for construction to a public facility is $1.5 million in lieu of $650,000; see Section XII.)

Section V:
In addition to the FAR and DFARS clauses in other sections of this document and the provisions of TC-03, the following clauses apply to Contracts and POs over $750,000 and all Buyer solicitations that are expected to exceed $700,000:

<table>
<thead>
<tr>
<th>FAR</th>
<th>FAR Clause Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.215-15</td>
<td>Pension Adjustments and Asset Reversions (Oct 2010)</td>
</tr>
<tr>
<td></td>
<td>(Applies if the Contract satisfies the criteria in FAR 15.408(g).)</td>
</tr>
<tr>
<td>52.215-16</td>
<td>Facilities Capital Cost of Money (Jun 2003)</td>
</tr>
<tr>
<td></td>
<td>(Applies if the Contract satisfies the criteria in FAR 15.408(h).)</td>
</tr>
<tr>
<td>52.215-18</td>
<td>Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (July 2005)</td>
</tr>
<tr>
<td></td>
<td>(Applies if the Contract satisfies the criteria in FAR 15.408(j).)</td>
</tr>
<tr>
<td>52.215-19</td>
<td>Notification of Ownership Changes (Oct 1997)</td>
</tr>
<tr>
<td></td>
<td>(Applies if the Contract satisfies the criteria in FAR 15.408(k).)</td>
</tr>
</tbody>
</table>

Section VI:

In addition to the FAR and DFARS clauses in other sections of this document and the provisions of TC-03, the following clauses apply to all Contracts and POs over $10,000,000 and all Buyer solicitations that are expected to exceed $10,000,000.

<table>
<thead>
<tr>
<th>FAR</th>
<th>FAR Clause Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.222-24</td>
<td>Pre-award On-Site Equal Opportunity Compliance Evaluation (Feb 1999)</td>
</tr>
</tbody>
</table>