## APPENDIX A
### ARGONNE TERMS AND CONDITIONS
**(FOR COMMERCIAL ITEMS)**

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Acceptance of this Purchase Order or contract (hereinafter called the "contract") must be in accordance with and is subject to these Terms and Conditions. An express acknowledgment or acceptance which contains provisions conflicting or additional to these Terms and Conditions or which varies any term or condition shall have no force or effect. Performance by the contractor without an effective acknowledgment shall be deemed to be performance in accordance with the Terms and Conditions of this contract.

The contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Laboratory reserves the right to inspect or test any supplies or services that have been offered for acceptance. The Laboratory may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Laboratory must exercise its post acceptance rights 

(a) within a reasonable time after the defect has been discovered or would have been discovered, and

(b) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the contractor except as expressly authorized in writing by the Laboratory; provided, that the contractor or its assignee’s rights to be paid amounts due as a result of performance of this contract may be assigned to a bank, trust company or other financing institution, including any Federal lending institution. The Laboratory may assign this contract to a successor operator of the Laboratory.

Changes in the Terms and Conditions of this contract may be made only by written agreement of the parties.

The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The contractor shall notify the Laboratory in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth in full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Laboratory of the cessation of such occurrence.

(a) Payment shall be made for items accepted by the Laboratory that have been delivered to the delivery destinations set forth in this contract. Upon the submission of proper invoices or vouchers, the Laboratory shall make payment at the prices stipulated in this contract by check, electronic funds, or as the parties may agree in connection with any discount offered for early payment, time shall be computed from the date the invoice is received at the Laboratory. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

Property.

(1) Property shall mean all tangible personal property as identified in Argonne Form PD-150, Control of Government Property – Contractor Requirements, in the section entitled, “IDENTIFICATION” that has been purchased by the contractor in the performance of the contract for which the contractor is entitled to be reimbursed as a direct item of cost under this contract or for which the contractor has included the cost for such property in the fixed price charged to the Laboratory.

(2) All INVOICES submitted under contracts which contain Argonne Form PD-150, Control of Government Property – Contractor Requirements, shall be accompanied by a completed form entitled, Argonne National Laboratory Subcontract Property Management Government Property Acquisition Record, ANL-6601. THE CONTRACTOR WILL NOT PAY LESS THAN AN INVOICE INCLUDES ALL INVOICES (REGARDLESS IF PROPERTY IS BEING INVOICED ON A PARTICULAR INVOICE OR NOT).

(b) Property.

(1) By the Contractor and added to the invoice for contractor supplied goods/and or services.

(b) By a first-tier subcontractor and added to the invoice for contractor supplied goods/and or services.

(2) Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $200. Bills under $200 shall be retained on site by the Contractor and made available for on-site audits.

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Laboratory Procurement Official responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Laboratory contract numbers for all Laboratory contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(a) Definitions. “Acceptance,” as used in this clause, means the act of an authorized representative of the Laboratory for receipt of the supplies, for itself or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract. Notwithstanding inspection and acceptance by the Laboratory or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Laboratory Procurement Official shall give written notice of any defect or nonperformance to the Contractor. (Laboratory Procurement Official shall insert the specific period of time in which notice shall be given to the Contractor, e.g., “within 30 days from the date of acceptance by the Laboratory.”)

(b) The Contractor shall not correct or rework the contractor’s or subcontractor’s defects and nonconforming services, or (2) that the Laboratory does not require correction or rework. If the Contractor is required to correct or rework, it shall be at no cost to the Laboratory and any services corrected or reworked by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or rework the Laboratoy Procurement Official may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Laboratory thereby, or make an equitable adjustment in the contract price.

(c) If the Contractor does not rework the nonconforming supplies or services, the Laboratory Procurement Official shall make an equitable adjustment in the contract price.

(a) “Commercially available off-the-shelf (COTS) item” — this term means any item of supply (including construction material) that is —

(1) Commonly available, that is, as defined in paragraph (1) of the definition of FAR 2.101;

(2) Sold in substantial quantities in the commercial marketplace; and

(b) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(d), such as agricultural products and petroleum products.
"Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means—

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic subcontractor or any applicable duty (whether or not a duty-free entry certificate is issued); or

(4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means—

(i) An unmanufactured end product mined or produced in the United States;

(ii) An end product manufactured in the United States, if—

(1) The cost of the components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonable commercial quantities at available commercial quantities of a satisfactory quality are considered foreign; Scrap generated, collected, and prepared for processing in the United States is considered domestic.

(b) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(i) If specifically requested by the Government through the Laboratory, the Contractor shall submit for approval of the Government through the Laboratory, prior to the execution of any subcontract at any tier, of any invention described in and covered by a United States patent issued after January 1, 1954, as amended, as set forth in Title 10 of the United States Code, paragraph (5) of this clause and an identification of applicable claims of specific patents or other basis upon which royalties are payable.

3. (a) The Contractor shall indemnify the Laboratory, the Government and their officers, agents, and employees against liability, including costs, for infringement of any United States patent, copyrights, trademarks, or trade secrets, or for the use of or for the possession of any unauthorized industrial or commercial information, secrets, or know-how, that the Contractor or a subcontractor with whom the Contractor is doing business, acquires or otherwise possesses or becomes aware of through the performance of work under this Contract.

4. (a) The provisions of this clause shall be applicable only if the amount of this contract exceeds $250.

4. (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Government shall not have the right to require the Contractor to submit new data other than that which is required in Paragraph (a) of this clause. Any such request shall be in accordance with the procedure set forth in Paragraph (a) of this clause.

5. (a) If there has been a change affecting the quantity of activity, or the characteristics or composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor shall promptly notify the Government and shall submit new data as required in Paragraph (a) of this clause.

6. (b) The Government may contest at any time the enforceability, validity, scope of, or any other aspect of any United States patent, and employees against liability, including costs, for infringement of any United States patent, copyrights, trademarks, or trade secrets, or for the use of or for the possession of any unauthorized industrial or commercial information, secrets, or know-how, that the Contractor or a subcontractor with whom the Contractor is doing business, acquires or otherwise possesses or becomes aware of through the performance of work under this Contract.

3. (a) The Contractor shall indemnify the Laboratory, the Government and their officers, agents, and employees against liability, including costs, for infringement of any United States patent, copyrights, trademarks, or trade secrets, or for the use of or for the possession of any unauthorized industrial or commercial information, secrets, or know-how, that the Contractor or a subcontractor with whom the Contractor is doing business, acquires or otherwise possesses or becomes aware of through the performance of work under this Contract.

4. (a) The provisions of this clause shall be applicable only if the amount of this contract exceeds $250.
25. SUBCONTRACTIONS FOR COMMERCIAL ITEMS (APR 2015)

(a) Definitions. As used in this clause-
(1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2101.

(b) The Contractor shall insert the following clauses in subcontracts for commercial items:

(c) The Contractor agrees to include, and require inclusion of, this clause suitably modified to identify the parties, in all subcontracts at any tier expected to exceed $150,000.

26. UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

(a) Definitions. As used in this contract-

(1) "HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(2) "Service-disabled veteran-owned small business concern"-

(i) means a small business concern,

(ii) not less than 51 percent of which is owned by one or more service-disabled veterans, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans,

(iii) the management and daily business operations of which are controlled by one or more service-disabled veterans,

(3) "Small business concern" means a small business concern that appears on the List of Qualified Small Business Concerns maintained by the Small Business Administration.

(b) The Contractor shall include the terms of this clause, including this paragraph (b), in all subcontracts with small business concerns covered in this contract.

27. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to each subcontractor under this contract. A subcontractor shall be entitled to an accelerated payment of 81% of the contract price or performance/delivery period.

(b) The Contractor shall include the terms of this clause, including this paragraph (b), in all subcontracts with small business concerns.

28. LABORATORY SITE ACCESS AND/OR PARTICIPATION IN ACTIVITIES BY NON-U.S. NATIONALS (DEC 2004)

Site Access

Site access, including cyber access utilizing a laboratory's activity, owned in all U.S. citizens must be reviewed and approved by the appropriate agencies. All new requests must be submitted on Form ANS-593. Non-U.S. citizens are eligible but must be reviewed and approved at the appropriate level. The approval must be assigned for each visit or assignment. Form ANS-593 should be submitted as far in advance as possible (minimum of 30 days for a sensitive assignment, 7 days for a non-sensitive assignment via visit or sensitive visit.)

For assignments (more than 30 days) involving a foreign national from a "Sensitive Country", and/or access to a security area of the laboratory or access to a sensitive subject, at least 30 days advance notice should be provided to ensure that Security, Counterintelligence, and Export Control reviews can be accomplished, and a DOE index check can be completed prior to approval. In such cases, a specific security plan is required to be submitted to the Foreign Visits and Assignments Office with the ANS-593 form requesting the visit by the Hosting Division. An index check normally takes 30 days to complete, (all required pre-clearance documents, but can take considerably longer (once obtained, an indices check is valid for two years)

For visits or assignments involving a foreign national from a "Terrorist Supporting Country", (which currently includes Cuba, Libya, North Korea, Sudan), specific approval of the visit/assignment by the Secretary of Energy or his designees is required. This approval, if granted, may take up to one year after all required pre-clearance documents are reviewed.

The time frames indicated above shall not constitute the basis for any equitable adjustment or claim to the contract price or performance/delivery period.

(c) For assistance in preparing a request, contact the Argonne Technical Investigator associated with your activity.

Export Control

Due to Department of Energy directives and Department of Commerce regulations, persons who are born in (and who are not naturalized U. S. Citizens) are citizens of any "Terrorist Supporting Country" may be denied access to Argonne National Laboratory.

The requirement is to be flowed-down to all subcontractors at any tier.

29. EXPORT LICENSE AGREEMENT (JUL 2002)

The contractor understands that the materials and/or information being transmitted under the performance of this contract may be subject to U.S. Government laws and regulations regarding export or re-export. This includes deemed exports which are any communication of technical data to any foreign person, whether or not the foreign person is physically present in the United States. Technical data (data) provided to a foreign national verbally, by mail, by telephone or facsimile, through visits or via computer controled equipment, may constitute an export of technical data, if significant details are revealed. It is the contractor's sole obligation to obtain all appropriate export licenses, keep required records, and cooperate with all export control authorities and regulations. Unless authorized by appropriate government license or regulation, the contractor agrees not to export directly or indirectly any technology or software that the definition controlled by the U.S. export control laws and regulations to ensure its compliance with export controls.

Export control transfers to foreign nationals while they are visiting the United States or other countries or while you are visiting their country are considered exports. You and the Laboratory can be held liable for improperly transferring controlled technology.
Prior to transfer, verify that the technology, information, and/or commodities fall into one or more of the following categories:

- Fundamental research and information resulting from fundamental research
- Published information and software (publicly available) education information
- Patent applications

If the information, technology, and/or commodities do not fall into one of these categories, please contact the Export Compliance Manager at Argonne to determine if a license is required prior to export.

To further ensure that you do not run the risk of exporting sensitive information or technology while traveling abroad, keep the following guidelines in mind that without having acquired all export licenses prior to your trip, presentations and discussions must be limited to only those topics that are not on the U.S. Red-Sensitive List and are not related to controlled items or technologies unless they are in the public domain. Further elaboration, or additional details, may be considered an export of technologies and need an export license prior to release.

31. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) The contractor shall comply with the requirements of the “DOE Contractor Employee Protection Program” at 10 CFR Part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

(b) The contractor shall not have or insert the substance of this clause, in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

32. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-289) and FAA 330.137.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as applicable. The notice provided for under Section 3.909 shall be modified or supplemented to reflect any new or changed whistleblower rights or protections established by this clause.

33. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

All information technology acquired under this Agreement shall include the appropriate information technology security policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology website at http://checklists.nist.gov.

34. PROTECTING THE GOVERNMENT’S INTERESTS WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)

Applications To Contracts That Exceed $30,000 In Value

(4) A “Commercially available off-the-shelf (COTS) item,” as used in this clause—

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101).

(ii) Sold in substantially quantities in the commercial marketplace, and

(iii) Offered to the Government under a contract or subcontract for use by the Department of Energy during the course of its activities, and

(2) If the Contractor is a religious corporation, association, educational institution, or other nonprofit organization, it shall adopt and enforce policies that ban text messaging while driving.

35. VEHICLE LIABILITY INSURANCE COVERAGE (AUGUST 2001)

In the event a Government or Laboratory vehicle (including Laboratory-rented vehicle) will be used by the Contractor during the course of work under this contract, contractors, contractors, and maintain appropriate levels of automobile liability coverage for property damage and bodily injury and such insurance shall be prima.

36. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUGUST 2011)

(a) Definitions. As used in this clause—

“Driving” means operating a motor vehicle on an active roadway with the motor running, including while temporarily standing in traffic, a traffic light, or waiting to start moving.

(b) The Contractor shall not include operating a motor vehicle with or without the motor running when in the order of the side of, or off an active roadway and has halted in a location where one can safely remain stationary.

“Text messaging” means transmitting short message data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or navigational information, or any other form of electronic data retrieval or electronic data communications. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location on the roadway that is safe and legal to park.

(b) If this clause implements Executive Order 13131, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is engaged in—

(1) Adopt and enforce policies that ban text messaging while driving—

(i) Company-owned or rented vehicles or Government-owned vehicles; or

(ii) Company-owned or rented vehicles used for personal purposes or employee personal transportation.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs that prohibit or severely limit texting while driving;

(ii) Education, awareness, and outreach to employees about the safety risks associated with texting while driving;

(3) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

37. INTEGRATION CLAUSE (OCT 1999)

This contract represents the full understanding of the parties and is the entire agreement between the parties. All negotiations between the parties have been merged into the contract and there are no understandings or agreements other than those incorporated into this contract.

38. PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(a) Definitions. As used in this clause—

“Segregated facilities” means separate facilities located on a site or facilities under its control where segregated employment facilities are maintained.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform work or be located under its control where segregated employment facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

39. EQUAL OPPORTUNITY (APR 2015)

(a) Definitions. As used in this clause—

“Gender identity” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/GGBT_FAQs.html.

(b) The Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(c) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(d) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(e) The Contractor shall, in all solicitations and advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(f) The Contractor shall send, to each labor union or representative of workers with whom it has a collective bargaining agreement or other contract or understanding, the notice provided by the Contractor advising the labor union or workers’ representative of the Contractor’s commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(g) The Contractor shall comply with Executive Order 11246, as amended, and the regulations issued to implement it.

(h) The Contractor shall furnish to the contracting agency all information required by the Executive Order, to determine the presence of covered contracts and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EOE-1), or any successor form, as prescribed in 41 CFR Part 60-1.6. The Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal
Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

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5. Report participation in VCS activities conducted in support of DOE missions and functions through the Laboratory Technical Standards Manager in The Office of Contract Administration (COA). [Use Form DOE F 1300.2 (02/2010)].

6. Flow down this requirement to subcontractor(s) at any tier to the extent necessary to ensure the contractor’s compliance with these requirements.

46. SUSPECT COUNTERFEIT PARTS (DECEMBER 2007)

Notwithstanding any other provisions of this agreement, the contractor warrants that all items provided to the Laboratory shall be genuine, new and unused unless otherwise specified in writing by the Laboratory. Contractor further warrants that all items used by the contractor during the performance of work at the Argonne National Laboratory include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the contractor shall indemnify the Laboratory, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, rigging, and lifting equipment; cranes; hoists; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules. The contractor’s warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Laboratory. In addition, because falsification of information or documentation may constitute criminal conduct, the Laboratory may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.
# Suspect/Counterfeit Bolt Headmark List

Any bolt on this list should be treated as defective without further testing.

All Grade 5 and Grade 8 fasteners of foreign origin which do not bear any manufacturers’ headmarks:

<table>
<thead>
<tr>
<th>Grade 5</th>
<th>Grade 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>![Grade 5 headmark]</td>
<td>![Grade 8 headmark]</td>
</tr>
</tbody>
</table>

Grade 5 fasteners with the following manufacturers’ headmarks:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>J</td>
<td>Jinn Her (TW)*</td>
</tr>
</tbody>
</table>

Grade 8 fasteners with the following manufacturers’ headmarks:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Asahi Mfg. (JP)</td>
</tr>
<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
</tr>
<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
</tr>
<tr>
<td>M</td>
<td>Minamida Seybo (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
</tr>
<tr>
<td>Hollow Triangle</td>
<td>Infasco (CA, TW, JP, and YU) (Greater than 1/2-inch diameter)</td>
</tr>
<tr>
<td>E</td>
<td>Daiei (JP)</td>
</tr>
<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>RT</td>
<td>Takai Ltd. (JP)</td>
</tr>
<tr>
<td>FM</td>
<td>Fastener Co. of Japan (JP)</td>
</tr>
<tr>
<td>KY</td>
<td>Kypoei Mfg. (JP)</td>
</tr>
<tr>
<td>J</td>
<td>Jinn Her (TW)</td>
</tr>
<tr>
<td>UNY</td>
<td>Unytite (JP)</td>
</tr>
</tbody>
</table>

Grade 8.2 fastener with the following headmark:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

Grade A325 fasteners (BENNETT DENVER TARGET ONLY) with the following headmarks:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A325 KS Type 1</td>
<td>A325 KS Type 2</td>
<td>A325 KS Type 3</td>
</tr>
<tr>
<td>KS</td>
<td>KS</td>
<td>KS</td>
</tr>
<tr>
<td>A325 KS</td>
<td>A325 KS</td>
<td>A325 KS</td>
</tr>
</tbody>
</table>

Headmarkings are usually raised – sometimes indented.  

*KEY: CA-Canada, JP-Japan, TW-Taiwan, YU-the former Yugoslavia