

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

**FORM 10-Q**  
(Mark One)

**Quarterly Report Pursuant to Section 13 Or 15(d) Of The Securities Exchange Act of 1934**

For the quarterly period ended **September 30, 2025**

**Transition Report Under Section 13 Or 15(d) Of The Securities Exchange Act of 1934**

For the transition period \_\_\_\_\_ to \_\_\_\_\_

COMMISSION FILE NUMBER **001-08675**

**UNITED STATES ANTIMONY CORPORATION**

(Exact name of registrant as specified in its charter)

Texas <small>(State or other jurisdiction of incorporation or organization)</small>	<b>81-0305822</b> <small>(IRS Employer Identification No.)</small>
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<b>4438 W. Lovers Lane, Unit 100, Dallas, TX</b> <small>(Address of principal executive office)</small>	<b>75209</b> <small>(Postal Code)</small>
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**(406) 606-4117**  
(Registrant's telephone number)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common Stock, \$0.01 par value	UAMY	NYSE American
Common Stock, \$0.01 par value	UAMY	NYSE Texas

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. **Yes X No**

Indicate by checkmark whether the registrant has submitted electronically every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post filed). **Yes X No**

Indicate by checkmark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "Accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act (Check one):

Large Accelerated Filer	<input type="checkbox"/>	Accelerated Filer	<input type="checkbox"/>
Non-accelerated Filer	<input checked="" type="checkbox"/>	Smaller Reporting Company	<input checked="" type="checkbox"/>
Emerging Growth Company	<input type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No **X**

As of November 10, 2025, there were 140,035,604 shares outstanding of the registrant's \$0.01 par value common stock.

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**PART I - FINANCIAL INFORMATION**

**ITEM 1. FINANCIAL STATEMENTS**

**UNITED STATES ANTIMONY CORPORATION AND SUBSIDIARIES  
CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)**

	September 30, 2025	December 31, 2024
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 18,338,679	\$ 18,172,120
Investment securities held to maturity	1,270,666	—
Accounts receivable, net	1,898,184	1,099,771
Inventories	8,413,161	1,245,724
Prepaid expenses and other current assets	1,877,249	160,954
Total current assets	31,797,939	20,678,569
Property, plant and equipment, net	28,121,338	12,891,447
Operating lease right-of-use assets	36,288	565,289
Investment securities held to maturity - noncurrent	18,886,727	—
Restricted cash for reclamation bonds	131,402	98,778
I/A receivable and other assets, net	908,647	408,519
Total assets	\$ 79,882,341	\$ 34,642,602
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 4,218,043	\$ 1,545,708
Accrued liabilities	1,581,627	1,427,146
Accrued liabilities - directors	89,530	141,287
Royalties payable	207,445	133,434
Current portion of operating lease liabilities	28,990	626,562
Current portion of long-term debt	135,754	132,252
Total current liabilities	6,261,389	4,006,389
Operating lease liabilities, net of current portion	7,298	129,007
Long-term debt, net of current portion	93,167	195,425
Asset retirement obligations	1,769,557	1,711,108
Total liabilities	8,131,411	6,041,929
<b>COMMITMENTS AND CONTINGENCIES (Note 12)</b>		
<b>STOCKHOLDERS' EQUITY</b>		
Preferred stock \$0.01 par value, 50,000,000 shares authorized:		
Series A - no shares issued and outstanding	—	—
Series B - 750,000 shares issued and outstanding (liquidation preference \$980,625 and \$975,000, respectively)	7,500	7,500
Series C - 177,904 shares issued and outstanding (liquidation preference \$97,847 both periods)	1,779	1,779
Series D - no shares issued and outstanding	—	—
Common stock, \$0.01 par value, 250,000,000 shares authorized; 130,338,196 and 112,951,317 shares issued and outstanding, respectively	1,303,382	1,129,512
Treasury stock (140,860 and no shares of common stock at cost, respectively)	(510,675)	—
Additional paid-in capital	116,150,588	68,610,905
Accumulated deficit	(45,201,644)	(41,149,023)
Total stockholders' equity	71,750,930	28,600,673
Total liabilities and stockholders' equity	\$ 79,882,341	\$ 34,642,602

The accompanying notes are an integral part of these condensed consolidated unaudited financial statements.

**UNITED STATES ANTIMONY CORPORATION AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)**

	<u>Three months ended September 30,</u>		<u>Nine months ended September 30,</u>	
	<u>2025</u>	<u>2024</u>	<u>2025</u>	<u>2024</u>
Revenues	\$ 8,701,951	\$ 2,572,178	\$ 26,227,079	\$ 9,307,222
Cost of revenues	6,688,509	2,148,349	19,004,362	7,043,685
Gross profit	<u>2,013,442</u>	<u>423,829</u>	<u>7,222,717</u>	<u>2,263,537</u>
Operating expenses:				
General and administrative	882,909	610,888	2,276,455	1,614,048
Salaries and benefits	4,940,319	429,438	7,305,380	956,402
Professional fees	522,531	184,402	1,441,436	637,418
(Gain) loss on sale or disposal of property, plant and equipment	(8,216)	(16,252)	(8,716)	1,242
Gain on lease termination	(469,822)	—	(469,822)	—
Other operating expenses	1,062,903	106,374	1,217,167	359,894
Total operating expenses	<u>6,930,624</u>	<u>1,314,850</u>	<u>11,761,900</u>	<u>3,569,004</u>
Loss from operations	<u>(4,917,182)</u>	<u>(891,021)</u>	<u>(4,539,183)</u>	<u>(1,305,467)</u>
Other income (expense), net:				
Interest and investment income	150,563	157,757	472,719	460,529
Trademark and licensing income	7,867	6,553	25,337	21,281
Other miscellaneous expense	(21,948)	(798)	(11,494)	(23,828)
Total other income, net	<u>136,482</u>	<u>163,512</u>	<u>486,562</u>	<u>457,982</u>
Loss before income taxes	<u>(4,780,700)</u>	<u>(727,509)</u>	<u>(4,052,621)</u>	<u>(847,485)</u>
Income tax expense	—	—	—	—
Net loss	<u>(4,780,700)</u>	<u>(727,509)</u>	<u>(4,052,621)</u>	<u>(847,485)</u>
Preferred dividends	(1,875)	(1,875)	(5,625)	(5,625)
Net loss available to common shareholders	<u>\$ (4,782,575)</u>	<u>\$ (729,384)</u>	<u>\$ (4,058,246)</u>	<u>\$ (853,110)</u>
Net loss per share:				
Basic	\$ (0.04)	\$ (0.01)	\$ (0.03)	\$ (0.01)
Diluted	\$ (0.04)	\$ (0.01)	\$ (0.03)	\$ (0.01)
Weighted average shares outstanding:				
Basic	<u>123,412,910</u>	<u>108,438,984</u>	<u>118,494,796</u>	<u>108,262,091</u>
Diluted	<u>123,412,910</u>	<u>108,438,984</u>	<u>118,494,796</u>	<u>108,262,091</u>

The accompanying notes are an integral part of these condensed consolidated unaudited financial statements.

**UNITED STATES ANTIMONY CORPORATION AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY (UNAUDITED)**  
**For the three and nine months ended September 30, 2025 and 2024**

	Preferred Stock		Common stock		Additional Paid-In Capital	Accumulated Deficit	Treasury Stock	Total Stockholders' Equity
	Shares	Par Value	Shares	Par Value				
<b>Balance - December 31, 2024</b>	927,904	\$ 9,279	112,951,317	\$ 1,129,512	\$ 68,610,905	\$ (41,149,023)	\$ —	\$ 28,600,673
Net income	—	—	—	—	—	546,524	—	546,524
Share-based compensation	—	—	—	—	245,384	—	—	245,384
Issuance of common stock under equity incentive plan	—	—	1,101,231	11,013	(11,013)	—	—	—
Issuance of common stock for cash, net of issuance costs	—	—	1,107,923	11,079	2,381,238	—	—	2,392,317
Issuance of common stock upon exercise of warrants	—	—	948,750	9,488	796,950	—	—	806,438
<b>Balance - March 31, 2025</b>	927,904	9,279	116,109,221	1,161,092	72,023,464	(40,602,499)	—	32,591,336
Net income	—	—	—	—	—	181,555	—	181,555
Share-based compensation	—	—	—	—	586,913	—	—	586,913
Issuance of common stock under equity incentive plan	—	—	370,866	3,709	51,291	—	—	55,000
Issuance of common stock for cash, net of issuance costs	—	—	750,000	7,500	2,664,666	—	—	2,672,166
Issuance of common stock upon exercise of warrants	—	—	1,970,893	19,709	1,399,264	—	—	1,418,973
<b>Balance - June 30, 2025</b>	927,904	9,279	119,200,980	1,192,010	76,725,598	(40,420,944)	—	37,505,943
Net loss	—	—	—	—	—	(4,780,700)	—	(4,780,700)
Share-based compensation	—	—	—	—	3,856,475	—	—	3,856,475
Issuance of common stock under equity incentive plan	—	—	628,602	6,286	95,143	—	(510,675)	(409,246)
Issuance of common stock for cash, net of issuance costs	—	—	7,655,435	76,555	33,299,558	—	—	33,376,113
Issuance of common stock upon exercise of warrants	—	—	2,853,179	28,531	2,173,814	—	—	2,202,345
<b>Balance - September 30, 2025</b>	927,904	\$ 9,279	130,338,196	\$ 1,303,382	\$ 116,150,588	\$ (45,201,644)	\$ (510,675)	\$ 71,750,930

	Preferred Stock		Common stock		Additional Paid-In Capital	Accumulated Deficit	Total Stockholders' Equity
	Shares	Par Value	Shares	Par Value			
<b>Balance - December 31, 2023</b>	927,904	\$ 9,279	107,647,317	\$ 1,076,472	\$ 63,853,836	\$ (39,418,619)	\$ 25,520,968
Net loss	—	—	—	—	—	(322,768)	(322,768)
Share-based compensation	—	—	—	—	205,925	—	205,925
Issuance of common stock under equity incentive plan	—	—	791,667	7,917	(7,917)	—	—
<b>Balance - March 31, 2024</b>	927,904	9,279	108,438,984	1,084,389	64,051,844	(39,741,387)	25,404,125
Net income	—	—	—	—	—	202,792	202,792
Share-based compensation	—	—	—	—	94,922	—	94,922
<b>Balance - June 30, 2024</b>	927,904	9,279	108,438,984	1,084,389	64,146,766	(39,538,595)	25,701,839
Net loss	—	—	—	—	—	(727,509)	(727,509)
Share-based compensation	—	—	—	—	152,719	—	152,719
<b>Balance - September 30, 2024</b>	927,904	\$ 9,279	108,438,984	\$ 1,084,389	\$ 64,299,485	\$ (40,266,104)	\$ 25,127,049

The accompanying notes are an integral part of these condensed consolidated unaudited financial statements.

**UNITED STATES ANTIMONY CORPORATION AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)**

	<b>Nine months ended September 30,</b>	
	<b>2025</b>	<b>2024</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net loss	\$ (4,052,621)	\$ (847,485)
Adjustments to reconcile loss to net cash (used in) provided by operating activities:		
Depreciation and amortization	839,353	340,217
Accretion of asset retirement obligation	58,449	54,813
Noncash operating lease expense	289,542	18,611
Share-based compensation	4,688,772	453,566
Accretion income from investment securities held to maturity	(222,440)	—
(Gain) loss on sale or disposal of property, plant and equipment, net	(8,716)	1,242
Gain on lease termination	(469,822)	—
Write-down of inventory to net realizable value	—	63,574
Change in allowance for credit losses	5,798	(30,746)
Other noncash items	—	(16,107)
Changes in operating assets and liabilities:		
Accounts receivable	(804,211)	(175,748)
Inventories	(7,167,437)	324,264
Prepaid expenses and other current assets	(1,726,295)	(87,824)
IVA receivable and other assets, net	(500,128)	60,856
Accounts payable	2,672,335	889,242
Accrued liabilities	154,481	46,129
Accrued liabilities – directors	(51,757)	34,355
Royalties payable	74,011	(48,255)
Stock payable to directors	—	(38,542)
Net cash (used in) provided by operating activities	<u>(6,220,686)</u>	<u>1,042,162</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Proceeds from redemption of certificates of deposit	—	50,641
Purchases of investment securities held to maturity	(19,934,953)	—
Proceeds from sales of property, plant and equipment	8,716	314,125
Purchases of property, plant and equipment	(16,069,244)	(223,058)
Net cash (used in) provided by investing activities	<u>(35,995,481)</u>	<u>141,708</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Principal payments on long-term debt	(98,756)	(71,139)
Proceeds from exercises of stock options	55,000	—
Treasury stock acquired	(409,246)	—
Proceeds from issuance of common stock, net of issuance costs	38,440,596	—
Proceeds from exercise of warrants	4,427,756	—
Net cash provided by (used in) financing activities	<u>42,415,350</u>	<u>(71,139)</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS AND RESTRICTED CASH</b>	<u>199,183</u>	<u>1,112,731</u>
<b>CASH AND CASH EQUIVALENTS AND RESTRICTED CASH AT BEGINNING OF PERIOD</b>	<u>18,270,898</u>	<u>11,954,635</u>
<b>CASH AND CASH EQUIVALENTS AND RESTRICTED CASH AT END OF PERIOD</b>	<u>\$ 18,470,081</u>	<u>\$ 13,067,366</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Interest paid in cash	\$ 14,642	\$ 5,630
<b>NON-CASH FINANCING AND INVESTING ACTIVITIES:</b>		
Recognition of operating lease liability and right-of-use asset	\$ 63,416	\$ 787,477
Equipment purchased with note payable	\$ —	\$ 402,722

The accompanying notes are an integral part of these condensed consolidated unaudited financial statements.

**UNITED STATES ANTIMONY CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**  
**September 30, 2025**

**NOTE 1 - NATURE OF OPERATIONS**

United States Antimony Corporation and its subsidiaries in the U.S., Mexico, and Canada ("USAC," the "Company," "Our," "Us," or "We") sell antimony, zeolite, and precious metals primarily in the U.S., Mexico, and Canada. The Company mines, purchases and processes third party ore primarily into antimony oxide, antimony metal ingots, antimony trisulfide, and precious metals, primarily gold and silver, at its facilities located in Montana and Mexico. Antimony oxide is used to form a flame-retardant system for plastics, rubber, fiberglass, textile goods, paints, coatings, and paper, as a color fastener in paint, and as a phosphorescent agent in fluorescent light bulbs. Antimony metal ingots are used in bearings, storage batteries, and ordnance. Antimony trisulfide is used as a primer in ammunition. At its Bear River Zeolite ("BRZ") facility located in Idaho, the Company mines and processes zeolite, a group of industrial minerals used in water filtration, sewage treatment, nuclear waste and other environmental cleanup, odor control, gas separation, animal nutrition, soil amendment and fertilizer, and other miscellaneous applications. Beginning in 2024, the Company began acquiring mining claims, real properties (patented claims) and leases located in Alaska, Montana and Ontario, Canada, in an effort to reduce the cost of third party antimony ore purchases.

**NOTE 2 - BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES**

In the opinion of management, the accompanying unaudited condensed consolidated financial statements contain all adjustments, consisting of only normal recurring adjustments, necessary for a fair statement of its financial position as of September 30, 2025, and its results of operations and cash flows for the three and nine months ended September 30, 2025 and 2024. The Condensed Consolidated Balance Sheet as of December 31, 2024, was derived from audited annual financial statements but does not contain all of the footnote disclosures from the annual financial statements.

These unaudited interim financial statements have been prepared by management in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). These unaudited interim financial statements should be read in conjunction with the annual audited financial statements included in the Company's Annual Report on Form 10-K/A for the year ended December 31, 2024, filed with the Securities and Exchange Commission on April 18, 2025.

This summary of significant accounting policies of the Company is presented to assist in understanding the Company's financial statements. These accounting policies conform to U.S. GAAP and have been consistently applied in the preparation of the financial statements.

**Use of Estimates**

The preparation of financial statements in accordance with U.S. GAAP requires the use of estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities known to exist as of the date the financial statements are published, and the reported amounts of revenues and expenses during the reporting period. Uncertainties with respect to such estimates and assumptions are inherent in the preparation of the Company's consolidated financial statements; accordingly, it is possible that the actual results could differ from these estimates and assumptions, which could have a material effect on the reported amounts of the Company's consolidated financial position and results of operations. Operating results for the three and nine months ended September 30, 2025, are not necessarily indicative of the results that may be expected for the full year ending December 31, 2025.

**Reclassifications**

Certain reclassifications have been made to conform prior period amounts to the current period's presentation. These reclassifications have no effect on the results of operations, stockholders' equity or cash flows as previously reported.

**UNITED STATES ANTIMONY CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**  
**September 30, 2025**

Investment Securities Held to Maturity

During 2025, the Company purchased short and long-term investment grade U.S. Treasury Strips in an effort to protect itself from anticipated interest rate drops. These securities are classified as held-to-maturity and carried at amortized cost because the Company has both the intent and ability to hold them until their contractual maturity date. Since these U.S. Treasury Strips are zero-coupon instruments that do not pay periodic interest, the original investment amount is adjusted for the accretion of discounts using the effective interest method over the period from acquisition to maturity. Discount accretion is recognized as "Interest and investment income" in the Condensed Consolidated Statements of Operations.

Consistent with the Company's classification of its U.S. Treasury Strips as held to maturity, those securities scheduled to mature in the next twelve months after the reporting date are considered current assets and those having maturity dates more than twelve months after the applicable reporting date are considered non-current assets. Unrealized gains and losses on held-to-maturity securities are not recognized in the Company's condensed consolidated financial statements. Instead, these amounts are closely monitored and disclosed in the footnotes to the condensed consolidated financial statements.

The Company accounts for credit losses on its held-to-maturity securities in accordance with the expected credit loss model, as prescribed by U.S. GAAP. An allowance for credit losses is recognized to reflect the Company's estimate of expected credit losses over the contractual life of its held-to-maturity securities. In accordance with the accounting guidance prescribed for credit losses on held-to-maturity debt securities, the Company has presumed the expected credit losses on its U.S. Treasury Strips are negligible since they are explicitly guaranteed by the U.S. government.

Recent Accounting Pronouncements

In December 2023, the Financial Accounting Standards Board (the "FASB") issued Accounting Standards Update ("ASU") 2023-09, Income Taxes (Topic 740): Improvement to Income Tax Disclosures, amending income tax disclosure requirements for the effective tax rate reconciliation and income taxes paid. The amendments in this ASU are effective for fiscal years beginning after December 15, 2024 and are applied prospectively. Early adoption and retrospective application of the amendments are permitted. These new disclosure requirements will be effective in the Company's Annual Report on Form 10-K for the fiscal year ending December 31, 2025. Other than the new disclosure requirements, this guidance is not expected to have an impact on the Company's consolidated financial statements.

In November 2024, the FASB issued ASU 2024-03, Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses, which requires disclosure about the types of costs and expenses included in certain expense captions presented on the income statement. These new disclosure requirements are effective for the Company's annual periods beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027, with early adoption permitted, and may be applied either prospectively or retrospectively. The Company is currently evaluating the potential impact this update will have on its consolidated financial statements and expense disclosures in the notes to the consolidated financial statements.

In September 2025, the FASB issued ASU No. 2025-06, Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software. The amendments in this ASU clarify and refine the criteria for capitalizing costs related to internal-use software. Under the new guidance, capitalization is permitted when both of the following conditions are met: (i) management has authorized and committed to funding the software project, and (ii) it is probable that the project will be completed, and the software will be used to perform the function intended. This ASU will be effective for annual periods beginning after December 15, 2027, for interim reporting periods beginning within those annual periods, and early adoption is permitted. Management is currently evaluating this update to determine its impact on the Company's consolidated financial statements.

The Company does not believe that issued, but not yet effective, accounting pronouncements, if currently adopted, would have a material effect on the Company's financial statements.

**UNITED STATES ANTIMONY CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**  
**September 30, 2025**

**NOTE 3 – EARNINGS PER SHARE**

Basic earnings per share ("EPS") is computed as net income (loss) available to common stockholders divided by the weighted average number of common shares outstanding for the period. Diluted EPS is calculated the same as Basic EPS but reflects the potential dilution that could occur from common shares issuable through stock options, restricted stock units ("RSUs"), and warrants in the weighted average number of common shares outstanding. Each stock option, RSU, and warrant represents the right to receive one share of the Company's common stock.

The potentially dilutive common stock equivalents not included in the calculation of diluted earnings per share as their effect would have been anti-dilutive were as follows:

	<u>Three months ended September 30,</u>		<u>Nine months ended September 30,</u>	
	<u>2025</u>	<u>2024</u>	<u>2025</u>	<u>2024</u>
Warrants	4,369,393	12,346,215	4,369,393	12,346,215
Stock options and RSU awards	8,726,834	6,408,333	8,726,834	6,408,333
Total possible share dilution	<u>13,096,227</u>	<u>18,754,548</u>	<u>13,096,227</u>	<u>18,754,548</u>

**NOTE 4 – FAIR VALUE MEASUREMENTS**

The Company uses the fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, essentially an exit price, based on the highest and best use of the asset or liability. The levels of the fair value hierarchy are:

Level 1—Quoted market prices in active markets for identical assets or liabilities;

Level 2—Significant other observable inputs (i.e., quoted prices for similar items in active markets, quoted prices for identical or similar items in markets that are not active, inputs other than quoted prices that are observable, such as interest rate and yield curves, and market-corroborated inputs); and

Level 3—Unobservable inputs in which there is little or no market data, which require the reporting unit to develop its own assumptions.

The classification of fair value measurements within the established three-level hierarchy is based upon the lowest level of input that is significant to the measurements. Financial instruments, although not recorded at fair value on a recurring basis, include cash and cash equivalents, held-to-maturity securities, and debt obligations.

The carrying amounts of cash and cash equivalents approximate fair value because of its short-term nature. The estimated fair values of investment securities held to maturity were based on Level 2 inputs. The fair value of the Company's debt is estimated to be face value based on the contractual terms of the underlying debt arrangements and market-based expectations.

**NOTE 5 – REVENUE RECOGNITION**

The Company's products consist of the following:

- Antimony: primarily includes antimony oxide, antimony metal ingots, and antimony trisulfide.
- Zeolite: includes coarse and fine zeolite crushed in various product sizes.
- Precious metals: includes unrefined and refined gold and silver.

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Sales by product type for the three and nine months ended September 30, 2025 and 2024 were as follows:

	<u>Three months ended September 30,</u>		<u>Nine months ended September 30,</u>	
	<u>2025</u>	<u>2024</u>	<u>2025</u>	<u>2024</u>
Antimony	\$ 8,030,005	\$ 1,489,798	\$ 23,592,695	\$ 6,622,835
Zeolite	671,946	682,947	2,654,923	2,280,338
Precious metals	—	399,433	(20,539)	404,049
Total revenues	<u>\$ 8,701,951</u>	<u>\$ 2,572,178</u>	<u>\$ 26,227,079</u>	<u>\$ 9,307,222</u>

Domestic and foreign revenues for the three and nine months ended September 30, 2025 and 2024 were as follows:

	<u>Three months ended September 30,</u>		<u>Nine months ended September 30,</u>	
	<u>2025</u>	<u>2024</u>	<u>2025</u>	<u>2024</u>
Domestic	\$ 8,542,248	\$ 1,897,121	\$ 25,788,506	\$ 7,215,534
Canada	159,703	523,900	438,573	1,719,473
Mexico	—	151,157	—	372,215
Total revenues	<u>\$ 8,701,951</u>	<u>\$ 2,572,178</u>	<u>\$ 26,227,079</u>	<u>\$ 9,307,222</u>

In September 2025, the Company secured a five-year, sole-source Indefinite Delivery, Indefinite Quantity (IDIQ) contract with the U.S. Defense Logistics Agency (DLA) Strategic Materials, which is responsible for managing the National Defense Stockpile (NDS). The contract, with a maximum value of \$245 million, is for the sale of antimony metal ingots (99.65% purity) to replenish the NDS through September 2030. Pricing is determined at the time each delivery order is placed based on prevailing market rates and each shipment will represent a separate performance obligation satisfied at a point in time. As a result, revenue will be recognized when each shipment of antimony metal ingots is delivered to the DLA's depot and formally accepted by the government. At the end of September 2025, the Company announced it had received the first delivery order under its contract with the DLA. This initial order for the purchase of 315,000 pounds of antimony metal ingots is valued at approximately \$10 million. During the three and nine months ended September 30, 2025, no revenue has been recognized related to this contract.

The Company's trade accounts receivable balance related to contracts with customers was \$1,898,184 at September 30, 2025 and \$1,099,771 at December 31, 2024, which are net of allowances for credit losses of \$15,963 and \$10,165, respectively. The Company's products do not involve any warranty agreements and product returns are not typical.

**NOTE 6 – INVESTMENT SECURITIES HELD TO MATURITY**

In April 2025, the Company purchased \$9,991,259 of U.S. Treasury Strips with maturities ranging from approximately 12 to 54 months. These U.S. Treasury Strips are scheduled to mature approximately equally about every six months beginning in May 2026 and will generate interest yields of approximately 3.9%.

In September 2025, the Company purchased an additional \$9,943,694 of U.S. Treasury Strips with maturities ranging from approximately 14 to 62 months. These U.S. Treasury Strips are scheduled to mature approximately equally every 12 months beginning in November 2026 and will generate interest yields of approximately 3.7%.

The Company has classified these securities as held-to-maturity because it has the intent and ability to hold them until their contractual maturity date. As a result, these securities are carried at amortized cost, which represents the original investment amount adjusted for the amortization of discounts using the effective interest method over the period from acquisition to maturity.

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The following is a summary of the Company's investment securities held to maturity as of September 30, 2025:

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Investment securities held to maturity - current:				
U.S. Treasury Strips	\$ 1,270,666	\$ 684	\$ —	\$ 1,271,350
Investment securities held to maturity - noncurrent:				
U.S. Treasury Strips	18,886,727	37,526	(4,604)	18,919,649
Total investment securities held-to-maturity	<u>\$ 20,157,393</u>	<u>\$ 38,210</u>	<u>\$ (4,604)</u>	<u>\$ 20,190,999</u>

The Company recognized interest income accretion on its U.S. Treasury Strips of \$126,450 and \$222,440 during the three and nine months ended September 30, 2025, respectively. There were no investment securities outstanding at December 31, 2024 or held during the nine months ended September 30, 2024.

Consistent with the Company's classification of its U.S. Treasury Strips as held to maturity, those securities scheduled to mature in the next twelve months after the reporting date are considered current assets and those having maturity dates more than twelve months after the reporting date are considered non-current assets. At September 30, 2025, the Company's held to maturity securities were scheduled to mature as follows:

Twelve months ending September 30,	Amortized Cost	Estimated Fair Value
2026	\$ 1,270,666	\$ 1,271,350
2027 to 2030	18,886,727	18,919,649
Total investment securities held-to-maturity	<u>\$ 20,157,393</u>	<u>\$ 20,190,999</u>

**Line of Credit**

The Company secured a \$5,000,000 line of credit facility ("LOC") in April 2025 with a national bank, which bears interest at one percent above the base commercial rate. In September 2025, the LOC was increased to \$10,000,000. The Company's investment securities serve as collateral for the LOC on which the Company had no outstanding borrowings at September 30, 2025.

**NOTE 7 – INVENTORIES**

Inventories at September 30, 2025 and December 31, 2024 consisted primarily of finished antimony metal ingots and antimony oxide products, antimony ore and concentrates, and finished zeolite products. Inventories are stated at the lower of first-in, first-out cost or estimated net realizable value. Finished antimony products and finished zeolite products primarily include direct materials, direct labor, overhead, depreciation, and freight. Inventories consisted of the following:

	September 30, 2025	December 31, 2024
Antimony oxide	\$ 607,508	\$ 254,372
Antimony metal ingots	2,411,845	154,590
Antimony ore and concentrates	4,972,787	335,588
Total antimony inventory	7,992,140	744,550
Zeolite	421,021	501,174
Total inventories	<u>\$ 8,413,161</u>	<u>\$ 1,245,724</u>

At September 30, 2025 and December 31, 2024, inventories were valued at cost, except for the portion of inventory related to zeolite at December 31, 2024, which was valued at net realizable value because costs were greater than the amount the Company expected to receive upon the sale of the inventory. The adjustment to value zeolite inventory at net realizable value was \$65,647 at December 31, 2024.

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Antimony oxide, metal ingots, and ore and concentrates were held primarily at the Company's plants located in Montana and Mexico. Some antimony metal ingots are used in processing antimony ore into antimony oxide. Zeolite inventory was held at the Company's plant located in Idaho.

**NOTE 8 – PROPERTY, PLANT AND EQUIPMENT**

The major components of the Company's property, plant and equipment ("PP&E") by segment at September 30, 2025 and December 31, 2024 were as follows:

<b>September 30, 2025</b>	<b>Antimony</b>	<b>Zeolite</b>	<b>All Other</b>	<b>TOTAL</b>
Plant and equipment	\$ 13,754,833	\$ 6,658,125	\$ 520,926	\$ 20,933,884
Buildings	1,106,303	1,705,893	456,970	3,269,166
Mineral rights and interests	230,000	16,753	5,669,863	5,916,616
Land	2,083,094	—	929,443	3,012,537
Construction in progress	9,131,631	353,429	—	9,485,060
Total property, plant and equipment	26,305,861	8,734,200	7,577,202	42,617,263
Accumulated depreciation	(10,111,874)	(4,106,653)	(277,398)	(14,495,925)
Property, plant and equipment, net	\$ 16,193,987	\$ 4,627,547	\$ 7,299,804	\$ 28,121,338

  

<b>December 31, 2024</b>	<b>Antimony</b>	<b>Zeolite</b>	<b>All Other</b>	<b>TOTAL</b>
Plant and equipment	\$ 13,512,321	\$ 6,597,781	\$ 427,720	\$ 20,537,822
Buildings	1,106,303	1,705,893	11,970	2,824,166
Mineral rights and interests	—	16,753	125,000	141,753
Land	2,083,094	—	914,443	2,997,537
Construction in progress	—	101,938	—	101,938
Total property, plant and equipment	16,701,718	8,422,365	1,479,133	26,603,216
Accumulated depreciation	(9,602,469)	(3,857,785)	(251,515)	(13,711,769)
Property, plant and equipment, net	\$ 7,099,249	\$ 4,564,580	\$ 1,227,618	\$ 12,891,447

In February 2025, the Company purchased a personal residence located near its operations in Thompson Falls, Montana for \$445,000, which is presently being used by management personnel that were transferred there and are now working in Montana predominantly on our plant expansion efforts. This asset and related expenses are included in the "All Other" category in the Company's segment reporting.

Mineral rights and interests

In January 2025, the Company executed an agreement to acquire the ownership rights to one hundred and twenty mining claims located in the Fairbanks District of Alaska ("January Fairbanks Agreement"). Payments to acquire these claims have been or will be made by the Company on or around the payment dates indicated as follows:

<b>Payment Date</b>	<b>Payment Amount</b>
January 2025	\$ 100,000
July 2025	50,000
January 2026	50,000
July 2026	50,000
January 2027	50,000
July 2027	50,000
January 2028	50,000
July 2028	50,000
January 2029	100,000
July 2029	100,000
January 2030	100,000
July 2030	2,250,000
<b>Total</b>	<b>\$ 3,000,000</b>

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The January Fairbanks Agreement requires a royalty payment by the Company based on the value realized from ore mined from the claims ("Net Smelter Royalty on Claims") and another royalty payment by the Company based on the value realized from ore mined, if any, from certain areas surrounding these one hundred and twenty mining claims ("Net Smelter Royalty on Surrounding Area"). A certain percentage of the Net Smelter Royalty on Claims can be purchased back by the Company with certain factors causing an escalation in this buyback amount. Also, the January Fairbanks Agreement includes a commitment by the Company to spend an aggregate of \$2,250,000 on exploring and developing these claims over five years beginning January 2025, with various milestones over this five-year period. The January Fairbanks Agreement can be terminated without cause at any time by the Company with notice.

In March 2025, the Company executed an agreement to acquire the ownership rights to twenty-five additional mining claims and leases located in the Fairbanks District of Alaska ("March Fairbanks Agreement"). Payments to acquire these claims and leases have been or will be made by the Company on or around the payment dates indicated as follows:

<b>Payment Date</b>	<b>Payment Amount</b>
March 2025	\$ 50,000
September 2025	25,000
March 2026	25,000
March 2027	25,000
March 2028	25,000
March 2029	275,000
Total	<u>\$ 425,000</u>

The March Fairbanks Agreement requires a royalty payment by the Company based on the value realized from ore mined from the claims and leases ("Net Smelter Royalty"). A certain percentage of the Net Smelter Royalty can be purchased back by the Company. Also, the March Fairbanks Agreement includes a commitment by the Company to spend an aggregate of \$250,000 on exploring and developing these claims and leases over approximately forty-one months beginning March 2025, with various milestones over this period. The March Fairbanks Agreement can be terminated without cause by the Company with notice.

In May 2025, the Company paid \$230,000 to acquire the surface rights related to its patented lode mining claim located in Thompson Falls, Montana.

In June 2025, the Company acquired property located in the Sudbury District of Ontario, Canada, which included 50 single-cell mining claims (the Fostung Properties) for \$5,000,000. Direct transaction costs related to this acquisition totaled \$25,120. In addition, the agreement requires the Company to pay a net smelter return royalty based on the value realized from ore mined from the property.

Effective June 1, 2025, the Company executed an agreement to acquire the ownership rights to various patented federal lode mining claims located in the Fairbanks District of Alaska ("June Fairbanks Agreement"). Payments to acquire these claims are scheduled to be made by the Company as follows:

<b>Payment Date</b>	<b>Payment Amount</b>
Within 10 days of June 1, 2025	\$ 150,000
December 2025	100,000
June 2026	100,000
June 2027	100,000
June 2028	100,000
June 2029	1,450,000
Total	<u>\$ 2,000,000</u>

The June Fairbanks Agreement requires net smelter royalty payments be made by the Company based on the value realized from ore mined from the claims. Also, the agreement includes a commitment by the Company to spend an aggregate of \$700,000 in exploring and developing these claims based on various milestones scheduled to occur over approximately thirty-nine months from the effective date of the agreement. This agreement can be terminated without cause at any time by the Company with ninety-days' notice.

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In September 2025, the Company executed an agreement to acquire the ownership rights to mining claims located in the Fairbanks District of Alaska ("September Fairbanks Agreement"). Payments to acquire these claims have been or will be made by the Company on or around the payment dates indicated as follows:

<b>Payment Date</b>	<b>Payment Amount</b>
September 2025	\$ 50,000
March 2026	25,000
September 2026	50,000
September 2027	50,000
September 2028	50,000
September 2029	275,000
<b>Total</b>	<b>\$ 500,000</b>

The September Fairbanks Agreement requires a royalty payment by the Company based on the value realized from ore mined from the claims ("Net Smelter Royalty"). A certain percentage of the Net Smelter Royalty can be purchased back by the Company. Also, the September Fairbanks Agreement includes a commitment by the Company to spend an aggregate of \$250,000 on exploring and developing these claims over approximately thirty-six months beginning September 2026, with various milestones over this period. The September Fairbanks Agreement can be terminated without cause by the Company with notice.

The payments made to acquire these mining claims and leases, including any direct transaction costs, are capitalized in the "Mineral rights and interests" component of PP&E in the Condensed Consolidated Balance Sheets and included in the "All Other" category for segment reporting.

**NOTE 9 – LEASES**

**Philipsburg Operating Lease**

In September 2024, the Company executed a contract to lease a metals concentration facility located in Philipsburg, Montana. The Company amended this lease in March 2025 extending the term of the lease to September 2, 2026 and modifying the fixed monthly lease payments to \$10,000 per month through the month of June 2025, \$20,000 per month during the months of July 2025 to October 2025, and \$95,000 per month thereafter to the end of the lease term. The \$95,000 per month payment included a fixed monthly fee of \$45,000 and a minimum milling fee of \$50,000 per month. An additional payment of \$50 per ton was due each month in the last twelve months of the lease for all milling in excess of 1,000 tons per month. The Company did not include any milling fee payments above the minimum in its lease liability as it was not deemed probable at that time. The Company recorded the present value of the original fixed lease cost in September 2024 over the lease term as a lease liability and Right of Use ("ROU") asset. As a result of the amendment in March 2025, the Company reduced the ROU asset and corresponding lease liability by \$37,448. The Company used its incremental borrowing rate of 3.49% when determining the present value of future payments of this operating lease as the rate implicit in the lease was not readily determinable.

During the three and nine months ended September 30, 2025, the Company recorded \$85,032 and \$389,542, respectively, of lease expense related to this lease and initial direct costs ("IDC") in "Cost of Revenues" in the Condensed Consolidated Statements of Operations. Lease payments were \$40,000 and \$110,000 during the three and nine months ended September 30, 2025, respectively, which were included in operating cash flows. For both the three and nine months ended September 30, 2024, the Company recorded \$33,611 of lease expense and IDC related to this lease. Lease payments totaling \$15,000 were made during the three and nine months ended September 30, 2024, and included in operating cash flows. The Company paid \$10,000 of IDC at the inception of the original lease agreement.

On September 22, 2025, the lessor terminated the Philipsburg operating lease agreement one year early. This event resulted in derecognition of the associated account balances, specifically reducing operating lease liabilities by \$631,690, right-of-use assets by \$151,868, and prepaid rent by \$10,000. The resulting difference was a non-cash gain on lease termination of \$469,822, which was presented in the Condensed Consolidated Statements of Operations as a separate item within the Operating Expenses section. Furthermore, no termination penalties were incurred or incentives received in connection with the lease termination. Machinery and equipment with a net book value of \$29,621, which had been used at the Philipsburg location, will be used at a different operating site.

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Finally, unpaid operating charges, such as utility and labor costs incurred through the termination date, were recognized separately as ordinary operating expenses and not included in the calculation of the gain.

Dallas Operating Lease

In the first quarter of 2025, the Company executed a contract to lease office space for its corporate headquarters located in Dallas, Texas with a lease term of 24 months and total fixed payments during the term of \$3,945 per month, or \$94,680 in total. The Company is amortizing the lease on a straight-line basis over the term of the lease. The Company recorded the present value of the lease payments over the term as a lease liability and ROU asset. The Company's incremental borrowing rate of 3.49% was used as the discount rate since the rate implicit in the lease was not readily determinable. The lease does not include any transfer of ownership of the office space at the end of the lease, nor any option to extend the lease or purchase the facility, nor any residual value guarantees. The Company cannot terminate the lease without cause and must provide the office space to the lessor at the end of the lease in the same condition as it was received.

The lease liability related to this operating lease, which represents the present value of the lease payments, and ROU asset were \$63,416 at inception of the lease and \$36,288 and \$nil at September 30, 2025 and December 31, 2024, respectively. During the three and nine months ended September 30, 2025, the Company recorded \$11,835 and \$31,560, respectively, of lease expense related to this lease in "General and administrative" in the Condensed Consolidated Statements of Operations. Lease payments were \$11,835 and \$31,560 during the three and nine months ended September 30, 2025, respectively, which were included in operating cash flows. The Company made a security deposit payment of \$3,945 at the inception of the lease. For the three and nine months ended September 30, 2024, there were no payments made or expense recorded for this lease.

The following table summarizes expense and cash payments for both operating leases during the periods noted:

	Three months ended September 30,		Nine months ended September 30,	
	2025	2024	2025	2024
Operating lease expense	\$ 96,867	\$ 33,611	\$ 421,102	\$ 33,611
Cash paid for operating lease liability	51,835	15,000	131,560	15,000
Cash paid for security deposit	—	10,000	3,945	10,000

At September 30, 2025, the remaining lease term of the Dallas operating lease was 16 months and the discount rate used was 3.49%.

The following table is a maturity analysis of the future minimum lease payments for the Dallas operating lease as of September 30, 2025:

<b>Twelve months ending September 30,</b>	
2026	\$ 47,340
2027	15,780
Total operating lease payments	63,120
Less: discount on lease liability	(26,832)
Total operating lease liability	36,288
Less: current portion of operating lease liability	(28,990)
Noncurrent operating lease liability	\$ 7,298

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**NOTE 10 – LONG-TERM DEBT**

Long-term debt at September 30, 2025 and December 31, 2024 was as follows:

	<u>September 30, 2025</u>	<u>December 31, 2024</u>
Installment contract payable to Komatsu, bearing interest at 3.49%, payable in 36 monthly installments of \$11,799 maturing May 2027; collateralized by the Wheel Loader	\$ 228,921	\$ 327,677
Less current portion of debt	(135,754)	(132,252)
Long-term debt, net	<u>\$ 93,167</u>	<u>\$ 195,425</u>

At September 30, 2025, the scheduled maturities of debt outstanding for each of the next two years were as follows:

<u>Twelve months ending September 30,</u>	<u>Total</u>
2026	\$ 135,754
2027	93,167
Total	<u>\$ 228,921</u>

**NOTE 11 – INCOME AND OTHER TAXES**

Management estimates that the Company's 2025 effective tax rate will be 0% due to the Company's historical operating losses, tax loss carryforward, and other available evidence related to the Company's ability to generate taxable income. Accordingly, there is no income tax expense or benefit recorded for the three- and nine-month periods ended September 30, 2025.

**Mexico Tax Assessment**

In 2015, the Mexican tax authority ("SAT") initiated an audit of the U.S. Antimony de Mexico, S.A. de C.V. ("USAMSA") 2013 income tax return. In October 2016, as a result of its audit, SAT assessed the Company \$13.8 million pesos, which was approximately \$666,400 in U.S. Dollars ("USD") as of December 31, 2016. SAT's assessment was based on the disallowance of specific costs that the Company deducted on the 2013 USAMSA income tax return. The assessment was settled in 2018 with no assessment due from the Company.

In 2019, the Company was notified that SAT re-opened its assessment of USAMSA's 2013 income tax return and, in November 2019, SAT assessed the Company \$16.3 million pesos, which was approximately \$865,000 USD as of December 31, 2019. Management reviewed the 2019 assessment notice from SAT and, similar to the earlier assessment, believed the findings have no merit. An appeal was filed by the Company in November 2019 suspending SAT from taking immediate action regarding the assessment. In August 2020, the Company filed a lawsuit against SAT for resolution of the process and, in December 2020, filed closing arguments. In 2022, the Mexican court ruled against the Company in the above matter, which was subsequently appealed by the Company.

As of December 31, 2023, the updated SAT assessment was approximately \$22.4 million pesos, or approximately \$1,320,000 USD, which includes \$352,000 of unpaid income taxes and \$968,000 of interest and penalties. Management, along with its legal counsel, assessed the possible outcomes for this tax audit and believed, based on discussions with its attorneys located in Mexico, that the most likely outcome would be that the Company would be successful in its appeal resulting in no tax due. Management determined that no amount should be accrued at December 31, 2023 relating to this potential tax liability.

In March 2024, Mexico's appellate court ruled in favor of the Company with no assessment due related to this audit of USAMSA's 2013 income tax return by SAT and instructed the lower court to issue a new ruling. In May 2024, Mexico's lower court issued a final ruling on this matter in favor of the Company but left open the possibility for the SAT to re-open their audit. Subsequent to this judgment, the Company requested a final ruling on whether SAT can re-open this matter, on which the appellate court has not ruled. These rulings support the Company's position on this tax matter and have had no impact on the Company's financial statements.

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Mexico Import Value Added Tax

USAMSA has a receivable of \$1,350,940 and \$907,408 at September 30, 2025 and December 31, 2024, respectively, related to Import Value Added Tax ("IVA tax" or "VAT") it pays on certain goods and services, which represents the amounts to be reimbursed from the Mexican government. USAMSA also has established an allowance for estimated uncollectible amounts associated with this IVA tax receivable of \$772,501 and \$575,151 at September 30, 2025 and December 31, 2024, respectively. The net IVA tax receivable of \$578,439 and \$332,257 at September 30, 2025 and December 31, 2024, respectively, is recorded in "IVA receivable and other assets, net" in the Condensed Consolidated Balance Sheets.

**NOTE 12 – COMMITMENTS AND CONTINGENCIES**

Historically, BRZ has from time-to-time been assessed fines and penalties by the Mine Safety and Health Administration ("MSHA"). During the nine months ended September 30, 2025, BRZ received three citations from MSHA, one of which was significant and substantial. All three citations were rectified by BRZ and terminated by MSHA on the day the citations were issued. At September 30, 2025 and December 31, 2024, BRZ had "accrued liabilities" in the Condensed Consolidated Balance Sheets of \$nil and \$19,074, respectively, relating to MSHA citations.

BRZ has a lease with Zeolite, LLC that entitles BRZ to surface mine and process zeolite on property in Preston, Idaho, in exchange for an annual payment and a royalty payment, which is based on the amount of zeolite shipped from the leased property ("BRZ Lease"). In February 2025, the Company extended the BRZ Lease through December 31, 2034 with similar terms and conditions as the prior agreement.

In April 2025, the Company began contracting for engineering and construction services to expand its existing smelting operating capacity located in Thompson Falls, Montana. Total capital expenditures associated with the expansion plans are estimated to be approximately \$22.4 million of which approximately \$17.8 million has been formally agreed to with various third-party vendors. As of September 30, 2025, the Company has paid approximately \$8 million toward these commitments which is included in the "Construction in progress" component of PP&E in the Condensed Consolidated Balance Sheets.

**NOTE 13 – STOCKHOLDERS' EQUITY**

Issuance of Common Stock

During the nine months ended September 30, 2025 and 2024, the Company issued 2,100,699 shares and 791,667 shares, respectively, of its common stock in conjunction with the vesting of restricted stock units ("RSUs") and exercising of stock options. See the "Share-Based Compensation" section below for further details.

Sale of Common Stock

During the nine months ended September 30, 2025, the Company sold 5,513,358 shares of its common stock in an "at the market offering" and received gross proceeds of \$21,387,718 based on a weighted average price of \$3.88 per share. Direct issuance costs totaling \$435,862 were incurred related to these sales. The aggregate net proceeds received by the Company, after deducting offering fees and expenses, totaled \$20,951,856. The Company did not sell any of its common stock during the nine months ended September 30, 2024.

On August 27, 2025, the Company completed a registered direct offering with an institutional investor. The offering resulted in the sale of 4,000,000 shares of common stock at a purchase price of \$4.50 per share for \$18,000,000 in gross proceeds. For this offering, the Company incurred direct issuance costs of \$511,260, which consisted primarily of placement agent commissions and various legal, accounting, and filing costs. The aggregate net proceeds received by the Company, after deducting offering fees and expenses, totaled \$17,488,740.

During the nine months ended September 30, 2025, the Company issued 5,772,822 shares of its common stock and received proceeds of \$4,427,756 pursuant to the exercise of pre-existing warrants. See the "Common Stock Warrants" section below for further details.

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Share-based compensation

In December 2023, shareholders approved the Company's 2023 Equity Incentive Plan ("the Plan"), which provides for the grant of incentive stock options, non-qualified stock options and other types of awards. The general purpose of the Plan is to provide a means whereby eligible employees, officers, directors and other service providers develop a sense of proprietorship and personal involvement in our development and financial success, and to encourage them to devote their best efforts to our business, thereby advancing our interests and the interests of our shareholders. On July 31, 2025, the Company's shareholders approved the Amended and Restated 2023 Equity Incentive Plan (the "Amended Plan"). The maximum number of shares of common stock available for issuance under the Amended Plan is 23,700,000 shares.

During the nine months ended September 30, 2025, the Company granted stock options and RSUs totaling 2,391,400 and 2,182,800, respectively. Once vested, each stock option and RSU represents the right to receive one share of the Company's common stock.

Share-based compensation expense for the periods noted was as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Stock options	\$ 2,083,722	\$ 97,655	\$ 2,487,805	\$ 161,124
RSUs	1,772,753	55,064	2,200,967	292,442
Total share-based compensation expense	\$ 3,856,475	\$ 152,719	\$ 4,688,772	\$ 453,566

The following table summarizes the aggregate non-cash stock-based compensation recognized in the Condensed Consolidated Statement of Operations for stock options and RSUs:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
General and administrative	\$ 145,828	\$ 67,708	\$ 476,921	\$ 295,485
Salaries and benefits	3,706,746	82,410	4,200,149	155,480
Professional fees	3,901	2,601	11,702	2,601
Total non-cash share-based compensation expense	\$ 3,856,475	\$ 152,719	\$ 4,688,772	\$ 453,566

**Stock options**

Stock options granted have either a 3-year or 10-year contractual term and are subject to either service or performance-based vesting conditions. The following table summarizes the weighted-average assumptions used to value stock options granted during the nine months ended September 30, 2025 using the Black-Scholes method:

Weighted-Average Grant Date Assumptions	Nine Months Ended September 30, 2025
Expected term (in years)	9.3
Risk-free interest rate	4.3 %
Expected dividend yield	0.0 %
Expected volatility	96.0 %
Fair value per share	\$ 2.49

*Expected term* – The expected term represents the period of time that options are expected to be outstanding. As the Company does not have sufficient historical exercise behavior, it uses the contractual term of the option or the simplified method as defined in Staff Accounting Bulletin Topic 14 for the expected term assumption.

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*Risk-free interest rate* – The risk-free interest rate is based on the U.S. Treasury rate in effect at the time of the grant with an equivalent term approximating the expected term of the options.

*Expected dividend yield*—The Company bases the expected dividend yield assumption on the fact that it has never paid cash dividends and has no present intention to pay cash dividends.

*Expected volatility* – The expected volatility is based on the historical volatility of our stock price over the expected term of the stock option.

Activity with respect to stock options is summarized as follows:

	Shares	Weighted-Average Exercise Price Per Share	Weighted-Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value
Options outstanding, December 31, 2024	4,330,000	\$ 0.23	3.7	\$ 6,652,700
Granted	2,391,400	2.41	—	—
Exercised	(672,500)	0.23	—	—
Forfeited	(166,667)	0.22	—	—
Expired	—	—	—	—
Options outstanding, September 30, 2025	<u>5,882,233</u>	\$ 1.12	5.7	\$ 29,818,109
Nonvested options, September 30, 2025	5,190,566	\$ 1.21	5.8	\$ 25,801,817
Vested and exercisable options, September 30, 2025	691,667	\$ 0.39	4.4	\$ 4,016,292

At September 30, 2025, total unrecognized share-based compensation expense related to stock options was \$3,992,315, which is expected to be recognized over a weighted-average remaining period of 0.8 years. During the nine months ended September 30, 2025, 672,500 stock options were exercised to purchase shares of common stock. These exercises included 250,000 options for cash proceeds of \$55,000 and cashless exercises where 52,461 shares of common stock were acquired by the Company as treasury stock to pay for the aggregate exercise price of the stock options and 370,039 shares of common stock were issued to the award recipients. See the "Treasury Stock" section below for further details. The total intrinsic value of the 672,500 stock options exercised during the nine months ended September 30, 2025 was \$1,410,033.

**Restricted stock units**

Activity with respect to RSUs is summarized as follows:

	Shares	Weighted-Average Grant Date Fair Value Per Share
RSUs outstanding at December 31, 2024	2,090,000	\$ 0.24
Granted	2,182,800	2.86
Vested	(1,428,199)	1.16
Forfeited	—	—
RSUs outstanding at September 30, 2025	<u>2,844,601</u>	\$ 1.79

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At September 30, 2025, total unrecognized share-based compensation expense related to RSUs was \$4,306,192, which is expected to be recognized over a weighted-average remaining period of 2.1 years. The weighted-average remaining contractual term of the nonvested RSU shares was 1.5 years at September 30, 2025. During the nine months ended September 30, 2025, 1,428,199 shares of common stock were issued pursuant to the vesting of RSUs. In a related transaction, 88,399 of the newly issued common shares were acquired by the Company as treasury stock to satisfy the mandatory payroll tax obligations resulting from the RSU vesting. See the "Treasury Stock" section below for further details.

**Common stock warrants**

During the first nine months of 2025, the Company issued 5,772,822 shares of common stock related to the exercise of pre-existing warrants and received gross proceeds of \$4,427,756, based on a weighted average exercise price of \$0.77 per share. No warrants were issued or expired during the nine months ended September 30, 2025 and 2024 nor were any warrants exercised during the nine months ended September 30, 2024.

Following is a summary of the Company's warrant activity during the nine months ended September 30, 2025:

	Number of Warrants	Weighted Average Exercise Price
Balance at December 31, 2024	10,142,215	\$ 0.77
Exercised	(5,772,822)	0.77
Balance at September 30, 2025	<u>4,369,393</u>	<u>\$ 0.77</u>

Each warrant represents the right to receive one share of the Company's common stock. The composition of the Company's warrants outstanding at September 30, 2025 was as follows:

Number of warrants	Exercise Price	Expiration Date	Remaining life (years)
857,143	\$ 0.46	1/27/2026	0.33
806,500	\$ 0.85	2/1/2026	0.34
2,705,750	\$ 0.85	8/3/2026	0.84
<u>4,369,393</u>			

All outstanding warrants of the Company expire on or before August 3, 2026.

**Treasury Stock**

The Company accounts for purchases and sales of treasury stock using the cost method. Shares are recorded at their acquisition price, with a corresponding debit to the treasury stock account. Upon subsequent sale, the treasury stock account is credited for the shares' original cost, and any difference between the selling price and cost is recognized in additional paid-in capital. The Company does not recognize gains or losses on treasury stock transactions in the consolidated statement of operations.

The Company retains and holds shares of its common stock as treasury stock to manage the settlement of employee equity awards. Shares are retained primarily to cover the option exercise price and, if any, required tax withholding for cashless stock option exercises and to satisfy employees' tax obligations upon RSU vesting. During the nine months ended September 30, 2025, 52,461 newly issued common shares with a cost of \$101,429 were retained by the Company as treasury stock to pay for the aggregate exercise price of the stock options and 88,399 of newly issued common shares with a cost of \$409,246 were retained by the Company as treasury stock to satisfy the mandatory payroll tax obligations resulting from the vesting of RSUs. There were no common shares retained and transferred to treasury stock during the nine months ended September 30, 2024.

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**NOTE 14 – BUSINESS SEGMENTS**

The Company has two reportable segments: antimony and zeolite. Our antimony segment consists of:

- Our facility located in the Burns Mining District of Sanders County in Montana that processes ore primarily into antimony oxide, antimony metal ingots, antimony trisulfide, and precious metals, and
- Two facilities in our USAMSA subsidiary located in Mexico, one being a rock crushing mill and the other a smelter, that process ore primarily into antimony metal ingots, a lower grade of antimony oxide, and precious metals.

Our zeolite segment consists of our facility located in Preston, Idaho that mines, processes, and sells zeolite.

The following components of the Company’s business were not engaged in business activities at September 30, 2025 from which they recognized revenue offset by related expenses: Los Juarez, Mexico in our ADM subsidiary, Ontario, Canada, Alaska, and the mining claims in Thompson Falls, Montana. Therefore, these components, along with the Company’s personal residence in Thompson Falls, Montana, have been included in the "All Other" category for segment reporting. The Company’s chief operating decision maker is its chief executive officer.

Total assets by segment at September 30, 2025 and December 31, 2024 were as follows:

<b>Total Assets</b>	<b>September 30, 2025</b>	<b>December 31, 2024</b>
Antimony segment	\$ 66,518,746	\$ 27,230,312
Zeolite segment	5,815,663	5,604,003
All other	7,547,932	1,808,287
Total assets	<u>\$ 79,882,341</u>	<u>\$ 34,642,602</u>

Total capital expenditures by segment for the three and nine months ended September 30, 2025 and 2024 were as follows:

	<b>Three months ended September 30,</b>		<b>Nine months ended September 30,</b>	
	<b>2025</b>	<b>2024</b>	<b>2025</b>	<b>2024</b>
Antimony segment	\$ 7,928,732	\$ —	\$ 9,374,143	\$ —
Zeolite segment	284,833	62,337	367,032	213,058
All other	461,606	10,000	6,328,069	10,000
Total capital expenditures	<u>\$ 8,675,171</u>	<u>\$ 72,337</u>	<u>\$ 16,069,244</u>	<u>\$ 223,058</u>

Selected segment operational information for the three and nine months ended September 30, 2025 and 2024 were as follows:

<b>Three months ended September 30, 2025</b>	<b>Antimony</b>	<b>Zeolite</b>	<b>All Other</b>	<b>Total</b>
Total revenues	\$ 8,030,005	\$ 671,946	\$ —	\$ 8,701,951
Depreciation and amortization	170,813	98,678	10,337	279,828
Loss from operations	(3,646,313)	(236,420)	(1,034,449)	(4,917,182)
Other income				136,482
Income tax expense				—
Net loss				<u>\$ (4,780,700)</u>
<b>Three months ended September 30, 2024</b>	<b>Antimony</b>	<b>Zeolite</b>	<b>All Other</b>	<b>Total</b>
Total revenues	\$ 1,889,231	\$ 682,947	\$ —	\$ 2,572,178
Depreciation and amortization	19,901	95,659	4,024	119,584
Loss from operations	(44,384)	(713,180)	(133,457)	(891,021)
Other income				163,512
Income tax expense				—
Net loss				<u>\$ (727,509)</u>

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<b>Nine months ended September 30, 2025</b>	<b>Antimony</b>	<b>Zeolite</b>	<b>All Other</b>	<b>Total</b>
Total revenues	\$ 23,572,156	\$ 2,654,923	\$ —	\$ 26,227,079
Depreciation and amortization	509,404	304,065	25,884	839,353
Loss from operations	(1,669,738)	(666,448)	(2,202,997)	(4,539,183)
Other income				486,562
Income tax expense				—
Net loss				\$ (4,052,621)
<b>Nine months ended September 30, 2024</b>	<b>Antimony</b>	<b>Zeolite</b>	<b>All Other</b>	<b>Total</b>
Total revenues	\$ 7,026,884	\$ 2,280,338	\$ —	\$ 9,307,222
Depreciation and amortization	59,598	268,547	12,072	340,217
Income (loss) from operations	723,385	(1,720,314)	(308,538)	(1,305,467)
Other income				457,982
Income tax expense				—
Net loss				\$ (847,485)

**Note 15 - SUBSEQUENT EVENTS**

Sales of Common Stock

During October 2025, the Company sold 1,996,751 shares of its common stock in an "at the market offering" and received gross proceeds of \$15,995,150 based on a weighted average price of \$8.01 per share.

Registered Direct Offerings of Common Stock

On October 6, 2025, the Company completed a registered direct offering with the same institutional investor as was completed on August 27, 2025 (see Note 13 — Stockholders' Equity). This offering resulted in the sale of 3,500,000 shares of common stock at a purchase price of \$7.50 per share for \$26,250,000 in gross proceeds.

On October 10, 2025, the Company completed a registered direct offering with a leading long-only mutual fund investor. This offering resulted in the sale of 2,377,657 shares of common stock at a purchase price of \$10.50 per share for \$24,965,399 in gross proceeds.

Aggregate gross proceeds from these two registered direct offerings combined with the gross proceeds from the registered direct offering completed on August 27, 2025, as noted above, totaled \$69,215,399.

Common stock warrants

In October 2025, the Company issued 1,535,500 shares of common stock related to the exercise of warrants and received gross proceeds of \$1,305,175, based on their exercise price of \$0.85 per share.

Supply Agreement and Promissory Note

In October 2025, the Company entered into a supply agreement with an international supplier for the purchase of antimony that meets specified quality standards over a period of approximately 36 months. On the same date as this agreement, the Company extended a promissory note for \$2,500,000 to the supplier. This note bears interest at 3.81% with principal and interest payments scheduled to be made in weekly installments of \$500,000 beginning in December 2025, with the remaining balance of principal and interest due in January 2026. The loan proceeds are to be used by the supplier, subject to the Company's approval, to purchase antimony concentrate and equipment. Payment of the promissory note is secured by all assets of the borrower and a corresponding personal guarantee from the principal owner.

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**Purchase of Property in Alaska**

In October 2025, the Company completed the acquisition of property in Fairbanks, Alaska for a total purchase price of \$1,200,000. The property includes five buildings and approximately 17 acres of land. The payment made to acquire these assets, along with any direct transaction costs and liabilities assumed, will be allocated to the land and buildings based on their relative fair values and included in the "All Other" category for segment reporting.

**Investment in Australian-Based Mineral Exploration and Development Company**

During October 2025, the Company acquired approximately 10% of the total issued share capital of Larvotto Resources Limited ("Larvotto"), an Australian-based mineral exploration and development company focused on critical minerals, particularly antimony and gold, through open-market cash purchases totaling \$37 million.

**Supply Agreement with New Industrial Customer**

In November 2025, the Company executed a five-year supply agreement with a new industrial customer for the sale of antimony trioxide. After completing the monthly delivery schedule through December 2026 specified in the agreement, subsequent deliveries, pricing (pursuant to semiannual market-based adjustments), and volume commitments are subject to mutual written agreement every six months.

**Acquisition of Mining Claims**

In November 2025, the Company executed a mining option agreement to acquire certain mining rights to mining claims located in the state of Alabama. This agreement includes payments totaling \$375,000 to be made by the Company over the next three years to acquire these mining claims, a commitment by the Company to spend an aggregate of \$1,200,000 over the next three years to explore and develop these claims, and royalty payments to be made by the Company based on the value realized from ore mined from these claims. This agreement can be terminated without cause at any time by the Company with notice.

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS AND PLAN OF OPERATION.**

**CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS**

Readers should note that, in addition to the historical information contained herein, this Quarterly Report and the exhibits attached hereto contain "forward-looking statements" within the meaning of, and intended to be covered by, the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements are based upon current expectations and beliefs concerning future developments and their potential effects on United States Antimony Corporation ("US Antimony," "USAC," or the "Company") including matters related to the Company's operations, pending contracts and future revenues, financial performance, and profitability, ability to execute on its increased production and installation schedules for planned capital expenditures, and the size of forecasted deposits. Although the Company believes that the expectations reflected in the forward-looking statements and the assumptions upon which they are based are reasonable, it can give no assurance that such expectations and assumptions will prove to have been correct. The reader is cautioned not to put undue reliance on these forward-looking statements, as these statements are subject to numerous factors and uncertainties.

Any statements that express or involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, assumptions or future events or performance (often, but not always using words or phrases such as "believes," "expects" or "does not expect," "is expected," "outlook," "anticipates" or "does not anticipate," "plans," "estimates," "forecast," "project," "pro forma," or "intends," or stating that certain actions, events or results "may" or "could," "would," "might" or "will" be taken, occur or be achieved) are not statements of historical fact and may be forward-looking statements. Forward-looking statements are subject to numerous assumptions, risks and uncertainties, which change over time. Forward-looking statements speak only as of the date they are made and are subject to assumptions and uncertainties. Forward-looking statements are subject to a variety of known and unknown risks, uncertainties and other factors which could cause actual events or results to differ from those expressed or implied by the forward-looking statements, including, without limitation, risks related to:

- The Company's properties being in the exploration stage;
- Macroeconomic factors;
- The imposition of new tariffs, changes in trade policy or agreements, or the escalation of trade tensions between the United States and other countries or regions could have a material adverse impact on our business;
- Continued operational losses;
- Negative consequences related to mineral operations being subject to existing and new government regulations within and outside the United States;
- The Company's ability to obtain additional capital to develop the Company's resources, if any;
- Concentration of customers;
- Increase in energy costs;
- Mineral exploration and development activities;
- Mineral estimates;
- The Company's insurance coverage for operating risks;
- The fluctuation of prices for antimony and precious metals, such as gold and silver;
- The competitive industry of mineral exploration;
- The title and rights in the Company's mineral properties;
- Environmental hazards;
- The possible dilution of the Company's common stock from additional financing activities;
- Metallurgical and other processing problems;
- Unexpected geological formations;
- Global economic and political conditions;
- Staffing in remote locations;
- Changes in product costing;
- Inflation on operational costs and profitability;
- Competitive technology positions and operating interruptions (including, but not limited to, labor disputes, leaks, fires, flooding, landslides, power outages, explosions, unscheduled downtime, transportation interruptions, war and terrorist activities);
- Global pandemics, natural disasters, or civil unrest;
- Mexican labor and other issues regarding safety and organized control over our properties;
- The positions and associated outcomes of Mexican and other taxing authorities;

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- Cybersecurity and business disruptions;
- Ineffective use of cash and cash equivalents, including proceeds from stock offerings;
- Potential conflicts of interest with the Company's management;
- Mining exploration, development, and production not being economically viable;
- Mineral reserve estimates, including those prepared by "Qualified Persons" (as defined by SEC Regulation S-K 1300), are not guarantees of the volume or grade of ore that will ultimately be recovered;
- Processing and selling ore from new suppliers and internal sources not being economically viable;
- More risk associated with non-domestic supply of antimony ore; and
- Fluctuations in the Company's common stock.

This list is not an exhaustive list of the factors that may affect the Company's forward-looking statements. Some of the important risks and uncertainties that could affect forward-looking statements are described further under the sections titled "Risk Factors," "Description of Business" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" of this Quarterly Report. If one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those anticipated, believed, estimated or expected. The Company cautions readers not to place undue reliance on any such forward-looking statements, which speak only as of the date made. United States Antimony Corporation disclaims any obligation subsequently to revise any forward-looking statements to reflect events or circumstances after the date of such statements or to reflect the occurrence of anticipated or unanticipated events, except as required by law. The Company advises readers to carefully review this Form 10-Q, the exhibits hereto, and the reports and documents incorporated by reference herein and filed with the Securities and Exchange Commission (the "SEC").

You should read this report with the understanding that our actual future results, levels of activity, performance and events and circumstances may be materially different from what we expect and from our historical results.

This report contains estimates, projections and other information concerning our industry, our business and the markets for our products. We obtained the industry, market and similar data set forth in this report from our own internal estimates and research and from industry research, publications, surveys and studies conducted by third parties, including governmental agencies. Information that is based on estimates, forecasts, projections, market research or similar methodologies is inherently subject to uncertainties, and actual events or circumstances may differ materially from events and circumstances that are assumed in this information. While we believe that the data we use from third parties is reliable, we have not separately verified this data. You are cautioned not to give undue weight to any such information, projections and estimates. As a result of a number of known and unknown risks and uncertainties, our actual results or performance may be materially different from those expressed or implied by forward-looking statements.

As used in this Quarterly Report, the terms "we," "us," "our," "United States Antimony Corporation," "US Antimony," "USAC," and the "Company", mean United States Antimony Corporation, unless otherwise indicated. All dollar amounts in this Quarterly Report are expressed in U.S. dollars, unless otherwise indicated.

Management's Discussion and Analysis is intended to be read in conjunction with the Company's consolidated financial statements and the integral notes ("Notes") thereto included in the Company's Annual Report on Form 10-K/A for the fiscal year ended December 31, 2024.

## **DESCRIPTION OF BUSINESS**

### **History**

United States Antimony Corporation's principal business is the production and sale of antimony, precious metals, and zeolite products. The Company was incorporated in Montana in January 1970 to mine and produce antimony products. In December 1983, the Company suspended its antimony mining operations in the U.S. but continued to produce antimony products using foreign sources of antimony ore. In April 1998, the Company formed US Antimony de Mexico, S.A. de C.V. ("USAMSA") to produce antimony products in Mexico, and, in August 2005, the Company formed Antimonio de Mexico, S.A. de C.V. ("ADM") to explore and develop antimony and precious metal deposits in Mexico. The Company formed Bear River Zeolite Company ("BRZ") in 2000 for the purpose of mining and producing zeolite products in Idaho. Beginning in 2024, the Company began acquiring mining claims and leases located in Alaska, Montana and Ontario, Canada, which necessitated forming three entities related to the Alaska mining claims, Great Land Minerals, LLC, Denali Minerals, LLC, and Alaska Antimony LLC, and one entity related to the Ontario mining claims and leases, UAMY Cobalt Corporation. We invested in these mining claims and leases in an effort to reduce the cost of third party antimony ore purchases. Currently, no active operations are being conducted, nor is any revenue being generated, from the Company's business components located in Los Juarez.

Mexico (our ADM subsidiary), Ontario, Canada, Alaska, and the mining claims in Thompson Falls, Montana. In September 2025, the Company obtained government permits to begin exploration of its mining claims in Alaska and commenced limited surface mining at two of these sites before the mining season ended due to weather constraints. In October 2025, the Company completed the purchase of additional property in Fairbanks, Alaska that will be used for operating activities, including ore separation and storage, as well as an office for its staff.

In May 2012, our shares of common stock started trading on the NYSE MKT exchange (now NYSE AMERICAN) under the symbol UAMY. On July 1, 2025, the Company's common stock also began trading on a new stock exchange, the NYSE Texas. The Company continues to maintain its primary listing on the NYSE American Stock Exchange and trades with the same "UAMY" ticker symbol on both exchanges.

In June 2025, the Company acquired property located in the Sudbury District of Ontario, Canada, which included 50 single-cell tungsten mining claims (the Fostung Properties). We have completed fieldwork but not yet extracted any minerals from the Fostung Properties and we have not previously prepared a technical report summary making a determination on the property's mineral resources or mineral reserves. However, the Company has recently retained a qualified third-party expert who is in the process of preparing a technical reserve report for the Fostung Properties.

On August 28, 2025, the Company completed the conversion of its state of incorporation from the State of Montana to the State of Texas (the "Texas Reincorporation") by means of a Plan of Conversion, effective August 13, 2025. The Texas Reincorporation, including the principal terms of the Plan of Conversion, was submitted to a vote of, and approved by, the Company's stockholders at the Company's 2025 Annual Meeting of Stockholders held on July 31, 2025. Upon completing the Texas Reincorporation, the rights of the Company's shareholders previously governed by the Montana Business Corporation Act, as amended, and the Company's Articles of Incorporation and Bylaws in effect prior to the Texas Reincorporation, are now governed by the Texas Business Organizations Code and the Certificate and Bylaws filed and adopted by the Company under Texas law. The Texas Reincorporation did not result in any change in business, jobs, management, properties, location of any of our offices or facilities, number of employees, obligations, assets, liabilities or net worth. Also, the Company continues to maintain its corporate headquarters in Texas and no interruption in the trading of its common stock occurred.

In September 2025, the Company secured a five-year, sole-source Indefinite Delivery, Indefinite Quantity (IDIQ) contract with the U.S. Defense Logistics Agency (DLA) Strategic Materials, which is responsible for managing the National Defense Stockpile (NDS). The contract, with a maximum value of \$245 million, is for the supply of antimony metal ingots (99.65% purity) to replenish the NDS through September 2030. Pricing is determined at the time each delivery order is placed. At the end of September 2025, the Company announced it had received the first delivery order under its contract with the DLA. This initial order for the purchase of 315,000 pounds of antimony metal ingots is valued at approximately \$10 million. During the three and nine months ended September 30, 2025 and to-date, no revenue has been recognized related to this contract.

The Company has two reportable segments: antimony and zeolite.

### ***Antimony Segment***

Our antimony segment consists of:

- Our facility located in the Burns Mining District of Sanders County in Montana that processes ore primarily into antimony oxide, antimony metal ingots, antimony trisulfide, and precious metals, and
- Two facilities in our USAMSA subsidiary located in Mexico, one being a rock crushing mill and the other a smelter, that process ore primarily into antimony metal ingots, a lower grade of antimony oxide, and precious metals.

Antimony is a mineral that is included in many products that are used every day, both by the military and by industrial customers. USAC can provide this mineral in a form that can be used in various products.

Antimony is used in many products as a fire-retardant and a primer and is on the Critical Minerals List of the U.S. Government. Antimony mined from the ground, which is called antimony ore or ore, is typically not salable as a finished product primarily due to impurities in the ore, the ore size not being compatible with its intended use, and the percentage of antimony contained in the ore being too low. We process ore to remove impurities, refine the size, and increase the percentage of antimony contained in the ore to approximately 71.4% to make the finished product called antimony trisulfide, to approximately 83% to make the finished product called antimony oxide, and to approximately 99.65% to make the finished product called antimony metal ingots. Antimony trisulfide, oxide, and metal can be sold

as finished products to companies in many industries as well as government agencies. Antimony oxide is used to form a flame-retardant system for plastics, rubber, fiberglass, textile goods, paints, coatings, and paper; as a color fastener in paint, and as a phosphorescent agent in fluorescent light bulbs. Antimony metal ingots are used in bearings, storage batteries, and ordnance. Antimony trisulfide is used as a primer in ammunition. The ore we purchase for our facility located in Montana contains antimony, gold, and silver. Our Montana facility processes this ore and typically sells the gold and silver to the company who sold us this ore, which represents all our precious metals sales, and sells the antimony to other companies in various industries. Our Mexico facilities have been processing ore primarily into antimony metal ingots.

We estimate (but have not independently confirmed) that our present share of the domestic and international markets for antimony oxide products is approximately 4% and less than 1%, respectively. We believe we are competitive due to the following:

- We are the only U.S. domestic operating, permitted processor of antimony products.
- We can process ore quickly and have minimal shipping time to domestic customers.
- We have a reputation for quality products delivered on a timely basis.
- Our smelter in Coahuila, Mexico is the largest and only current operating smelter for the processing of antimony products in Mexico.
- We are a fully vertically integrated operation that includes mining, processing and selling antimony products. We believe there are no other companies in the world, outside of Russia or China, that can make that claim.

### ***Zeolite Segment***

Our zeolite segment includes our vertically integrated Bear River Zeolite ("BRZ") facility located in Preston, Idaho that mines, processes, and sells zeolite. Zeolite is a mineral that is included in many products that are used every day. BRZ can provide these minerals in a form that can be used in these products. Our zeolite has been used for many purposes including water filtration, sewage treatment, nuclear waste and other environmental cleanup, odor control, gas separation, animal nutrition, soil amendment and fertilizer, and other miscellaneous applications.

On July 24, 2025, the Company published a technical report summary on its zeolite mineral deposit located in Preston, Idaho. This Technical Report Summary, dated July 2, 2025 (the "TRS"), on the Bear River Zeolite Project was prepared in accordance with the mining property disclosure rules specified in subpart 1300 of Regulation S-K. The full text of the TRS is an exhibit to the Form 8-K filed by the Company on July 25, 2025.

BRZ has a lease with Zeolite, LLC that entitles BRZ to surface mine and process zeolite on the property in Preston, Idaho, in exchange for an annual payment and a royalty payment, which is based on the amount of zeolite shipped from the leased property ("BRZ Lease"). The BRZ Lease was recently extended and now ends on December 31, 2034. In addition, BRZ can surface mine and process zeolite on property owned by the U.S. Bureau of Land Management that is located adjacent to the Company's Preston, Idaho property after obtaining required permits.

"Zeolite" refers to a group of industrial minerals that consist of hydrated aluminosilicates that hold cations such as calcium, sodium, ammonium, various heavy metals, and potassium in their crystal lattice. Water is loosely held in cavities in the lattice. BRZ zeolite is regarded as one of the best zeolites in the world due to its high cation exchange capacity (CEC) of approximately 180-220 meq/100 gr. (which predicts plant nutrient availability and retention in soil), its hardness and high clinoptilolite content (which is an effective barrier to prevent problematic radionuclide movement), its absence of clay minerals, and its low sodium content. Our zeolite has been used in:

- Soil Amendment and Fertilizer. Zeolite has been successfully used to fertilize golf courses, sports fields, parks and common areas, and high value agricultural crops.
- Water Filtration. Zeolite is used for particulate, heavy metal and ammonium removal in swimming pools, municipal water systems, industrial water discharge streams, fisheries, fish farms, and aquariums.
- Sewage Treatment. Zeolite is used in sewage treatment plants to remove nitrogen and as a carrier for microorganisms.

- Nuclear Waste and Other Environmental Cleanup. Zeolite has shown a strong ability to selectively remove strontium, cesium, radium, uranium, and various other radioactive isotopes from solution. Zeolite can also be used for the cleanup of soluble metals such as mercury, chromium, copper, lead, zinc, arsenic, molybdenum, nickel, cobalt, antimony, calcium, silver and uranium.
- Odor Control. A major cause of odor around cattle, hog, and poultry feed lots is the generation of the ammonium in urea and manure. The ability of zeolite to absorb ammonium prevents the formation of ammonia gas, which disperses the odor.
- Gas Separation. Zeolite has been used for some time to separate gases, to re-oxygenate downstream water from sewage plants, smelters, pulp and paper plants, and fishponds and tanks, and to remove carbon dioxide, sulfur dioxide and hydrogen sulfide from methane generators as organic waste, sanitary landfills, municipal sewage systems, animal waste treatment facilities, and is excellent in pressure swing apparatuses.
- Animal Nutrition. According to third-party research, feeding up to 2% zeolite increases growth rates, decreases conversion rates, and prevents scours.
- Miscellaneous Uses. Other uses include catalysts, petroleum refining, concrete, solar energy and heat exchange, desiccants, pellet binding, horse and kitty litter, floor cleaner, traction control, ammonia removal from mining waste, and carriers for insecticides, pesticides and herbicides.

**SELECTED FINANCIAL DATA.**

**Operational and Financial Performance of Operations by Segment:**

***Antimony***

Financial and operational performance of antimony for the three months ended September 30, 2025 and 2024 was as follows:

<b>Antimony</b>	<b>Three months ended September 30,</b>		<b>\$ Change</b>	<b>% Change</b>
	<b>2025</b>	<b>2024</b>		
Revenue (a)	\$ 8,030,005	\$ 1,489,798	\$ 6,540,207	439 %
Gross profit (a)	\$ 2,189,229	\$ 281,207	\$ 1,908,022	679 %
Pounds of antimony sold (a)	279,607	250,047	29,560	12 %
Average sales price per pound	\$ 28.72	\$ 5.96	\$ 22.76	382 %
Average cost per pound	\$ 20.89	\$ 4.84	\$ 16.05	332 %
Average gross profit per pound	\$ 7.83	\$ 1.12	\$ 6.71	599 %

a. Revenue from sales of gold and silver totaled \$nil and \$399,433 for the three months ended September 30, 2025 and 2024, respectively, which are excluded from Revenue and Gross profit in the table above but included in the antimony segment. Pounds of antimony sold in the table above exclude sales related to gold and silver for both periods presented.

Financial and operational performance of antimony for the nine months ended September 30, 2025 and 2024 was as follows:

<b>Antimony</b>	<b>Nine months ended September 30,</b>		<b>\$ Change</b>	<b>% Change</b>
	<b>2025</b>	<b>2024</b>		
Revenue (b)	\$ 23,592,695	\$ 6,622,835	\$ 16,969,860	256 %
Gross profit (b)	\$ 7,493,928	\$ 2,428,783	\$ 5,065,145	209 %
Pounds of antimony sold (b)	982,559	1,134,862	(152,303)	(13)%
Average sales price per pound	\$ 24.01	\$ 5.84	\$ 18.17	311 %
Average cost per pound	\$ 16.38	\$ 3.70	\$ 12.68	343 %
Average gross profit per pound	\$ 7.63	\$ 2.14	\$ 5.49	257 %

b. Revenue from sales of gold and silver totaled negative \$(20,539) and \$404,049 for the nine months ended September 30, 2025 and 2024, respectively, which are excluded from Revenue and Gross profit in the table above but included in the antimony segment. Pounds of antimony sold in the table above exclude sales related to gold and silver for both periods presented.

For the three and nine months ended September 30, 2025, antimony revenue increased \$6,540,207, or 439%, and \$16,969,860, or 256%, respectively, as compared to the corresponding periods in the prior year. This growth was primarily driven by continued heightened

demand for antimony, which resulted in the average sales price per pound increasing for both the three and nine-month periods. During the third quarter of 2025, antimony revenue growth was also positively impacted by 12% growth in sales volume. For the nine months ended September 30, 2025, the positive impact of a 311% increase in average sales price per pound was partially offset by a 13% decline in sales volume attributable mostly to a shortage of available workforce which has since been rectified.

Gross profit increased \$1,908,022, or 679%, and \$5,065,145, or 209%, for the three and nine months ended September 30, 2025, respectively, as compared to the three and nine months ended September 30, 2024. These increases were primarily attributable to higher average sales prices per pound, driven by continued demand, coupled with favorable ore costs from earlier purchases made during the first half of 2025. This positive impact was partially offset by an increasing percentage of market prices charged by suppliers.

**Zeolite**

Financial and operational performance of zeolite for the three months ended September 30, 2025 and 2024 was as follows:

<b>Zeolite</b>	<b>Three months ended September 30,</b>		<b>\$ Change</b>	<b>% Change</b>
	<b>2025</b>	<b>2024</b>		
Revenue	\$ 671,946	\$ 682,947	\$ (11,001)	(2)%
Gross profit (loss)	\$ (25,813)	\$ (208,392)	\$ 182,579	88 %
Tons of zeolite sold	2,491	2,603	(112)	(4)%
Average sales price per ton	\$ 270	\$ 262	\$ 8	3 %
Average cost per ton	\$ 280	\$ 342	\$ (62)	(18)%
Average gross profit (loss) per ton	\$ (10)	\$ (80)	\$ 70	88 %

Financial and operational performance of zeolite for the nine months ended September 30, 2025 and 2024 was as follows:

<b>Zeolite</b>	<b>Nine months ended September 30,</b>		<b>\$ Change</b>	<b>% Change</b>
	<b>2025</b>	<b>2024</b>		
Revenue	\$ 2,654,923	\$ 2,280,338	\$ 374,585	16 %
Gross profit (loss)	\$ 275,720	\$ (450,556)	\$ 726,276	161 %
Tons of zeolite sold	9,377	8,611	766	9 %
Average sales price per ton	\$ 283	\$ 265	\$ 18	7 %
Average cost per ton	\$ 254	\$ 317	\$ (63)	(20)%
Average gross profit (loss) per ton	\$ 29	\$ (52)	\$ 81	156 %

For the nine months ended September 30, 2025, Zeolite revenue increased \$374,585, or 16%, as compared to the corresponding prior year period. This increase was largely a result of higher sales volume, stemming from enhanced customer relationships, improved supply reliability, and broader customer reach. In contrast, Zeolite revenue in the third quarter of 2025 experienced a decline of \$11,001, or 2%, when compared to the prior year's third quarter. This quarterly decrease was primarily due to the 4% decrease in tons of Zeolite sold, partially offset by a 3% increase in the average sales price per ton.

For the nine months ended September 30, 2025, gross profit was \$275,720 compared to a negative gross margin of \$(450,556) during the corresponding period in 2024. This improvement in gross profit was largely due to both sales volume growth and higher average sales prices, coupled with a decrease in maintenance and related costs. During the first three quarters of 2024, our BRZ facility incurred substantial maintenance and related costs to repair older operating equipment due to historically poor maintenance practices. In the third quarter of 2025, Zeolite's gross profit improved by \$182,579 from a negative gross margin of \$(208,392) in the prior year third quarter to a negative gross margin of \$(25,813). Gross profit in the third quarter of 2025 benefited from lower maintenance costs coupled with a higher average sales price per ton.

**Condensed Consolidated Statements of Operations Information:**

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2025</b>	<b>2024</b>	<b>2025</b>	<b>2024</b>
Revenues	\$ 8,701,951	\$ 2,572,178	\$ 26,227,079	\$ 9,307,222
Costs of revenues	6,688,509	2,148,349	19,004,362	7,043,685
Gross profit	2,013,442	423,829	7,222,717	2,263,537
Total operating expenses	6,930,624	1,314,850	11,761,900	3,569,004
Loss from operations	(4,917,182)	(891,021)	(4,539,183)	(1,305,467)
Total other income, net	136,482	163,512	486,562	457,982
Income tax expense	—	—	—	—
Net loss	\$ (4,780,700)	\$ (727,509)	\$ (4,052,621)	\$ (847,485)

**Capital Resources and Liquidity:**

	<b>September 30, 2025</b>	<b>December 31, 2024</b>
<b>Working Capital</b>		
Current assets	\$ 31,797,939	\$ 20,678,569
Current liabilities	(6,261,389)	(4,006,389)
Working capital	\$ 25,536,550	\$ 16,672,180

	<b>Nine Months Ended September 30,</b>	
	<b>2025</b>	<b>2024</b>
<b>Cash Flow Information</b>		
Net cash (used in) provided by operating activities	\$ (6,220,686)	\$ 1,042,162
Net cash (used in) provided by investing activities	(35,995,481)	141,708
Net cash provided by (used in) financing activities	42,415,350	(71,139)
Net increase in cash	\$ 199,183	\$ 1,112,731

Net cash used in operating activities was \$6,220,686 for the nine months ended September 30, 2025, compared to net cash provided by operating activities of \$1,042,162 for the same period in 2024. The significant net use of cash in 2025 primarily reflected significant working capital investments made during the nine-month period. The Company experienced a \$7,167,437 increase in inventory, driven by substantially higher levels of antimony inventory on hand, as illustrated in the inventory chart below. In addition, prepaid expenses and other current assets increased by \$1,716,295, and accounts receivable rose by \$798,413. The increase in accounts receivable reflected higher sales levels. These outflows were partially offset by a \$2,672,335 increase in accounts payable, largely due to an increase in antimony purchases and an increasing percentage of market prices charged by suppliers for antimony.

Inventory by segment as of the date indicated was as follows:

	<b>December 31, 2023</b>	<b>September 30, 2024</b>	<b>December 31, 2024</b>	<b>September 30, 2025</b>
Antimony inventory	\$ 881,063	\$ 443,214	\$ 744,550	\$ 7,992,140
Zeolite inventory	505,046	555,057	501,174	421,021
Total inventories	\$ 1,386,109	\$ 998,271	\$ 1,245,724	\$ 8,413,161

The increase in prepaid expenses and other current assets was primarily due to payments made for inventory shipments that were pending receipt at September 30, 2025. This resulted in an increase in "prepaid expenses and other current assets" of approximately \$1,469,000 from December 31, 2024 to September 30, 2025. Also, prepaid insurance increased by approximately \$229,000 from December 31, 2024 to September 30, 2025, due to insurance renewal payments made during the second quarter of 2025 to continue coverage for the next policy year.

Net cash used in investing activities was \$35,995,481 for the nine months ended September 30, 2025 as compared to net cash provided by investing activities of \$141,708 for the nine months ended September 30, 2024. Investing activities in the first nine months of 2025 were comprised of \$19,934,953 for purchases of U.S. Treasury Strips and capital expenditures totaling \$16,069,244. These capital expenditures included \$5,025,120 for the purchase of the Fostung Properties, a mining property consisting of 50 single-cell mining claims located in the Sudbury District of Ontario, Canada and approximately \$9 million of construction in progress expenditures primarily associated with the expansion of our existing smelting operations located in Thompson Falls, Montana. See Note 8 of the Notes to Condensed Consolidated Financial Statements in this Quarterly Report for further information.

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Net cash provided by financing activities was \$42,415,350 for the nine months ended September 30, 2025 as compared to \$71,139 of net cash used in financing activities for the corresponding period in the prior year. Significant financing activities in the first nine months of 2025 included \$38,440,596 of net proceeds received from the sale of common stock in "at the market offerings" and one direct offering with an institutional investor, and \$4,427,756 of proceeds received from the exercise of pre-existing common stock warrants.

In October 2025, the Company received approximately \$66 million of additional net proceeds pursuant to "at the market offerings" and two direct offerings to certain institutional investors.

The Company incurred a net loss of \$4.1 million for the nine months ended September 30, 2025. Included in this loss was \$5.2 million of non-cash expenses, which consisted primarily of \$4.7 million of non-cash share-based compensation expense and \$0.8 million of non-cash depreciation and amortization expense, partly offset by \$0.2 million of net non-cash lease income.

The Company has entered into a Letter of Intent to acquire an existing custom precious metals mill and flotation facility to enhance its processing capabilities. Separately, given the limited local availability of residential housing options in Thompson Falls, Montana, the Company has entered into a contract pending resolution of certain closing contingencies to purchase an existing housing development in the local area to ensure adequate housing levels are available for new employees who will work in the new expansion facility of our existing smelting operations.

Our mission is to service our employees, customers, and vendors well and grow our business profitably both organically and through strategic acquisitions and partnerships to increase shareholder value. The Company is focused on generating cash flow to fund its mission. One method of generating cash is through the sale or issuance of common stock, warrants, debt, and other investment vehicles, which the Company has been successful at executing in the past. However, our ability to access capital or raise funds when needed is not assured and, if capital is not available when, and in the amounts and terms needed, or if capital is not available at all, the Company could be required to significantly curtail its operations, modify existing strategic plans, and/or dispose of certain operations or assets, which could materially harm our business, prospects, financial condition, and operating results.

The Company secured a \$5,000,000 LOC facility with a national bank in April 2025, which bears interest at one percent above the base commercial rate. In September 2025, the LOC was increased to \$10,000,000. The Company's U.S. Treasury Strips serve as collateral for this LOC. The Company could generate funds or working capital by drawing on its LOC as it had no outstanding borrowings on the LOC at September 30, 2025.

The Company could also in the future receive funds from the U.S. Government for initiatives related to facility expansion and mining exploration and development. However, there is no assurance that U.S. Government funding will ultimately be accessible to the Company.

In addition, the Company continues to review each segment's operational and financial results for opportunities to improve cash flow and to make informed decisions that benefit the Company overall.

As of September 30, 2025, the Company had cash and cash equivalents of \$18,338,679. We intend to fund our cash requirements with our cash and cash equivalents, cash generated from our operations, and capital raised from various investment vehicles and methods and believe cash from these sources are sufficient to cover our requirements for the next twelve months. We may use cash to acquire businesses. The nature of these investments and transactions, however, makes it difficult to predict the amount and timing of such cash requirements.

**ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

Not applicable.

## ITEM 4. CONTROLS AND PROCEDURES

### Conclusions of Management Regarding Effectiveness of Disclosure Controls and Procedures

At the end of the period covered by this Quarterly Report on Form 10-Q, an evaluation was carried out under the supervision and with the participation of the Company's management, including the Principal Executive Officer ("PEO") and Principal Financial Officer ("PFO"), of the effectiveness of the design and operations of the Company's disclosure controls and procedures (as defined in Rule 13a – 15(e) and Rule 15d – 15(e) under the Exchange Act). Based on that evaluation, the PEO and the PFO have concluded that our disclosure controls and procedures were not effective in ensuring that: (i) information required to be disclosed by the Company in reports that it files or submits to the SEC under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in applicable rules and forms, and (ii) material information required to be disclosed in our reports filed under the Exchange Act is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow for accurate and timely decisions regarding required disclosure.

Management of the Company believes that these material weaknesses are more so due to the small size of the Company's accounting staff. To continue to address this matter, in 2025, the Company has hired employees to lead Sarbanes-Oxley compliance, SEC and other reporting, accounts payable, finance and accounting in Mexico, and information technology. The Company is reviewing additional plans to strengthen its internal controls. These plans are ongoing and include: (i) hiring a third party firm to assist with the implementation of accounting software for improved internal controls, (ii) implementing controls to mitigate segregation of duties issues, (iii) automating manual processes to improve the effectiveness and efficiency of internal controls, and (iv) designing certain entity-level controls for a more effective control environment.

### Changes in Internal Control over Financial Reporting

There have been no changes during the quarter ended September 30, 2025 in the Company's internal controls over financial reporting that have materially affected, or are reasonably likely to materially affect, internal controls over financial reporting.

## PART II - OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS.

United States Antimony Corporation is not a party to any material legal proceedings. No director, officer or affiliate of United States Antimony Corporation and no owner of record or beneficial owner of more than 5% of the Company's securities or any associate of any such director, officer or security holder is a party adverse to United States Antimony Corporation or has a material interest adverse to United States Antimony Corporation in reference to pending litigation.

### ITEM 1A. RISK FACTORS.

There have been no material changes from the risk factors previously disclosed in the Company's Form 10-K/A for the year ended December 31, 2024, which was filed with the SEC on April 18, 2025, except as described below.

***Changes in United States trade policies, including the imposition of tariffs and retaliatory tariffs, may adversely impact our business, financial condition, and results of operations.*** Potential tariffs and trade restrictions may, among other things, cause the prices of ore and our product upon import into the US to increase, which could reduce demand for such products given the increased cost, and have a material adverse impact on our revenues, financial condition, and results of operations. In addition, to the extent changes in the political environment have a negative impact on us or on the markets in which we operate our business, our results of operations and financial condition could be materially and adversely impacted in the future.

***Mining exploration, development, and production may not be economically viable.*** On July 24, 2025, the Company published its technical report summary ("TRS") in accordance with the mining property disclosure rules specified in subpart 1300 of Regulation S-K ("SK 1300") on its zeolite mineral deposit located in Preston, Idaho. This TRS is an exhibit to the Form 8-K filed by the Company on July 25, 2025. However, the Company has not completed a TRS for any of its other properties. Until a TRS is completed for the Company's properties in accordance with SK 1300 or Canadian National Instrument 43-101 ("NI 43-101"), there can be no guarantee or assurance of the contents, quantity, or grade of mineral resources or reserves at the location. Any indication of the contents, quantity, or grade of minerals at these properties can be materially inaccurate. See "Cautionary Note Concerning Disclosure of Mineral Resources," above. In addition, we have not established proven or probable reserves, as defined under S-K 1300 or NI 43-101, through the completion of a feasibility study for these mining claims and leases. As a result, there is increased uncertainty and risk that may

result in economic and technical failure which may materially adversely impact our future profitability, financial condition, and results of operations.

***Processing and selling ore from new suppliers and internal sources may not be economically viable.*** Ore sourced from new suppliers as well as ore sourced from our mine sites may not be able to be processed profitably, which could have a material adverse effect on our results of operations and financial condition.

***Additional risk associated with non-domestic supply of antimony ore.*** The Company purchases ore from non-domestic suppliers, each purchase of which is typically for a material amount. There are many risks associated with purchasing ore from non-domestic suppliers including, but not limited to, shipping disruptions, such as extended delays at intermediary ports. Due diligence is performed on each supplier, however, there can be no assurance that the information obtained is credible or accurate. In addition, there is no guarantee that the suppliers' product will be delivered to the Company, even after payment is made by the Company. Also, there can be no assurance that the product content, quantity, or grade will be as expected. As a result, there is increased uncertainty and risk related to purchasing product from non-domestic suppliers that could have a material adverse impact on our future profitability, financial condition, and results of operations.

***The Company's held-to-maturity investment securities and recent equity investment are subject to potential devaluation, which could negatively impact our financial condition and results of operations.*** The Company maintains certain investments in held-to-maturity debt securities and equity securities that are carried at amortized cost or fair value, as applicable, in accordance with U.S. GAAP. Changes in market interest rates, credit quality of the issuers, or general economic conditions could adversely affect the fair value of these investments. Although held-to-maturity securities are not required to be adjusted for temporary market fluctuations, a sustained decline in value or evidence of credit deterioration may require the recognition of an impairment loss. Similarly, the fair value of our equity investment may fluctuate significantly due to market volatility or other factors beyond our control. Any such declines in the value of our investment portfolio could adversely affect the Company's financial position, results of operations, or liquidity.

***The Company's supply contracts, including its sole-source contract with the DLA for antimony metal ingots, expose it to a variety of risks that could adversely impact performance and financial results.*** These risks include non-performance by the Company or its suppliers; cost increases for materials, energy, transportation, and labor; and volatility in market pricing of antimony that may affect profitability under fixed-price or long-term contracts. The Company may also experience increased working capital requirements associated with inventory purchases, production timing, and customer payment terms. Operational challenges such as equipment downtime, supply chain disruptions, or securing adequate quantities of compliant materials could delay deliveries or increase costs. Additionally, the Company is subject to regulatory, compliance, and quality control requirements that may impose additional costs or potential penalties if not met. Broader geopolitical and national security factors, including trade restrictions, sanctions, or changes in government procurement policies, could further impact the Company's ability to perform under existing or future contracts. Any combination of these factors could materially and adversely affect the Company's financial condition, liquidity, and results of operations.

**ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.**

Not applicable.

**ITEM 3. DEFAULTS UPON SENIOR SECURITIES.**

None.

**ITEM 4. MINE SAFETY DISCLOSURES.**

The information concerning mine safety violations or other regulatory matters required by Section 1503 (a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K is included in Exhibit 95 to this report.

**ITEM 5. OTHER INFORMATION.**

None.

**ITEM 6. EXHIBITS.**

<b>Exhibit No.</b>	<b>Description</b>
3.1	<a href="#">Third Restated Articles of Incorporation (incorporated by reference as Exhibit 3.1 to the Company's current Report on Form 8-K filed with the SEC on August 5, 2024).</a>
3.2	<a href="#">First Restated Bylaws (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on May 20, 2024).</a>
10.1 *	<a href="#">Contract between the Company and the U.S. Defense Logistics Agency (DLA) Strategic Materials, dated September 22, 2025 (Portions of this exhibit have been omitted pursuant to Item 601(b)(10) of Regulation S-K).</a>
31.1 *	<a href="#">Rule 15d-14(a) Certification by Principal Executive Officer.</a>
31.2 *	<a href="#">Rule 15d-14(a) Certification by Principal Financial Officer.</a>
32.1 *	<a href="#">Section 1350 Certification of Principal Executive Officer and Principal Financial Officer.</a>
95 *	<a href="#">Mine Safety Disclosure.</a>
96.1	<a href="#">Technical Report Summary per SEC S-K 1300 - Bear River Zeolite (incorporated by reference to Exhibit 96.1 to the Company's Current Report on Form 8-K filed with the SEC on July 25, 2025)</a>
101.INS	Inline XBRL Instance Document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

\* Filed herewith.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

**UNITED STATES ANTIMONY CORPORATION**

Date: November 12, 2025

By: /s/ Gary C. Evans  
Gary C. Evans  
Chairman of the Board and CEO  
(principal executive officer)

Date: November 12, 2025

By: /s/ Richard R. Isaak  
Richard R. Isaak  
SVP and Chief Financial Officer  
(principal financial officer)

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		<b>PAGE 1 OF 37</b>	
2. CONTRACT NO. SP8000-25-D-0007		3. AWARD/EFFECTIVE DATE 2025 SEP 22		4. ORDER NUMBER		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls)	
8. OFFER DUE DATE/ LOCAL TIME		9. ISSUED BY DCSO COLUMBUS DIVISION #3 3990 EAST BROAD STREET COLUMBUS OH 43218 USA Local Admin: Email:		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: <u>0</u> % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) NAICS: 331492 SIZE STANDARD: 850 employees			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO SEE SCHEDULE		16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS : None		17. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	
17a. CONTRACTOR/ OFFEROR UNITED STATES ANTIMONY CORPORATION 47 COX GULCH RD THOMPSON FALLS MT 59873-3088 USA TELEPHONE NO. 6093140058		18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		See Schedule				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$245,000,000.00		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		29. AWARD OF CONTRACT: REF. <u>USAC ANTIMONY PROPOSAL</u> OFFER DATED <u>2025-Sep-08</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS:		30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 	
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print) 		31c. DATE SIGNED 2025 SEP 22	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Contract: 4610125655  
 Contract PIIN: SP8000-25-D-0007

SECTION A - SOLICITATION/CONTRACT FORM

A. STANDARD FORM 1449 NOTES / CONSIDERATIONS

The contract writing system used to execute this action contains limitations that can result in the creation of a final document partially inconsistent with what would be appropriate for certain agreements or contract actions. Please note the following with regard to this SF 1449:

Block 5 -- SOLICITATION NUMBER: SP8000-25-R-0009

Block 6 -- SOLICITATION ISSUE DATE: 2025 AUG 05

Block 7a -- NAME: [REDACTED]

Block 8 -- OFFER DUE DATE / LOCAL TIME: 2025 AUG 12 / 03:00PM EST

Block 14 -- METHOD OF SOLICITATION: RFP

Block 26 -- TOTAL AWARD AMOUNT: The amount listed in this block, \$245,000,000.00, represents the Indefinite Delivery Indefinite Quantity (IDIQ) Contract Maximum. The award of this IDIQ contract does not obligate funds.

\*\*\*\*\*

A.1 ADMINISTRATIVE SUMMARY

Under the authority of FAR 16.504, the DLA Contracting Services Office - Columbus Division 3 (DCSO-C3) hereby awards Contract SP8000-25-D-0007 to United States Antimony Corporation (USAC) (CAGE: 84YR4) for Antimony Metal Ingots. A delivery order covering the contract guaranteed minimum will be awarded immediately following the award of this IDIQ contract. Any further delivery orders will be placed as requirements surface.

A.1.1 MATERIAL DESCRIPTION

Description: Antimony Metal Ingots  
 PSC: 9630 / Material Code: N30001244  
 NAICS: 331492 / Size Standard: 850 employees

A.1.2 INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT INFORMATION

A.1.2.1 Contract Period. IDIQ SP8000-25-D-0007 is established as a single award, firm-fixed price Indefinite Delivery Indefinite Quantity (IDIQ) contract with one (1) five (5)-year base ordering period with Economic Price Adjustments applied to each delivery order's CLIN 0001, Material, and yearly price increases beginning Year 2, based on the following, for CLIN 0002, Testing:

- Year 1: 22 September 2025 to 21 September 2026
- Year 2: 22 September 2026 to 21 September 2027
- Year 3: 22 September 2027 to 21 September 2028
- Year 4: 22 September 2028 to 21 September 2029
- Year 5: 22 September 2029 to 21 September 2030

A.1.2.2 The Government intends to acquire quantities based on the following IDIQ contract minimum and maximum:

Minimum: \$5,000.00 (guaranteed)  
 Maximum: \$245,000,000.00

Under an IDIQ contract agreement, DCSO-C3 agrees to procure quantities of Antimony metal ingots to cover only the guaranteed minimum stated in this contract. As such, the contractor shall receive an initial delivery order for Antimony metal ingots following the award of this IDIQ contract, at which time the minimum guaranteed amount will be obligated. Once the minimum guaranteed amount has been met, the Government is under no obligation to place orders for additional quantities against this contract. Additional orders for Antimony metal ingots may be placed up to the stated maximum for the IDIQ contract, if the Government requires them. Specified minimum and maximum quantities will apply to the entire contract ordering period, and the cumulative total for all delivery orders will not exceed the specified IDIQ contract maximum.

A.1.2.3 The attached Statement of Work (SOW) represents the scope of supplies required under this IDIQ contract.

A.1.2.4 Issuance of Delivery Orders. IDIQ Unit Pricing for all Antimony metal ingot requirements will utilize fixed price for the initial Delivery Order based on the proposed CLIN 0001 and CLIN 0002 unit prices and, after the proposal validity period ends, will utilize a negotiated price based on Economic Price Adjustment (EPA) terms for CLIN 0001 and the proposed fixed prices for CLIN 0002 on subsequent Delivery Orders within the five (5)-year ordering period. Any DLA Contracting Services Office (DCSO) warranted Contracting Officer, within the limits of their warrants, may award and administer a delivery order for materials covered by the IDIQ contract. Delivery orders will likely be placed by

**CONTINUED ON NEXT PAGE**

the DCSO-C3 Contracting Office.

#### A.1.3 DELIVERY / SHIPPING LOCATION

Defense Logistics Agency Strategic Materials Scotia Depot  
Route 5, Building #12  
Scotia, NY 12302-9463  
United States of America  
Telephone: [REDACTED]  
Unloading Hours: 7:30 AM - 2:30 PM (EST), Monday - Friday  
Accessibility: Truck

#### A.1.4 POINTS OF CONTACT FOR THIS ACQUISITION

Contract Specialist:

[REDACTED]

Contracting Officer:

[REDACTED]

Quality Assurance Specialists:

[REDACTED]

#### A.1.5 WIDE AREA WORKFLOW INFORMATION

All payments will be processed and submitted through Wide Area Workflow. Information for Wide Area Workflow (WAWF) Invoicing: Combo Document Invoice. To ensure timely payment, the vendor should enter the required WAWF info on the day the material ships from their facility. Contractors/vendors not using WAWF will need to register for WAWF in order to gain access to the new MyInvoice functionality.

WAWF is a secure, web-based system for electronic invoicing, receipt, and acceptance. WAWF allows government vendors to submit and track invoices and receipt/acceptance documents over the web and allows government personnel to process those invoices in a real-time, paperless environment.

WAWF is in accordance with the 2001 National Defense Authorization Act (DFARS 252.232-7003, Electronic Submission of Payment Requests & Receiving Reports, and 252.232-7006, Wide Area Workflow Payment Instructions), which requires claims for payment under a Department of Defense Contract to be submitted in electronic form.

As of March 03, 2008, DoD has issued a final rule amending the Defense Federal Acquisition Regulation Supplement (DFARS) to require the use of the Wide Area Workflow as the only acceptable electronic system for submitting requests for payment (invoices and receiving reports) under DoD contracts. Government credit card will not be utilized for the orders against this agreement. All payments will be processed and submitted through WAWF "only."

When creating an invoice in WAWF, the contractor must input DoDAAC (SB0812) under the Ship To Code service acceptor field. Otherwise, the payment would not be processed on time. Below is the web link for Wide Area Workflow Reference Guidance for Vendors.

(Note: this guidance would help the vendor through the entire process of registration, submitting, void, and track invoices in WAWF). <https://wawf.eb.mil>

DLA WAWF Assistance (General Questions)

[REDACTED]

#### A.2 INCONSISTENCIES BETWEEN THE ADMINISTRATIVE SUMMARY AND CONTRACT

This administrative summary has been prepared as an aid to you, the contractor. Every attempt has been made to accurately reflect the requirements and information contained in the balance of this contract. Any inconsistencies between the summary and the contract will be resolved in favor of the specific requirements of the contract.

#### SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

CLIN 0001 - ANTIMONY METAL INGOTS

SUPPLY/SERVICE: 9630-N30001244

ITEM DESCRIPTION: Antimony Metal Ingots, 99.65% Purity, as described in the Statement of Work (SOW) and below tables.

**CONTINUED ON NEXT PAGE**

In accordance with the SOW, the Contractor shall source, package, and deliver the awarded quantity of Antimony Metal Ingots to the DLA Strategic Materials Scotia Depot, New York. Pricing under this CLIN shall be reflective of all work to be performed under the SOW except for any work performed under CLIN 0002.

PRICING TERMS: Fixed Price with Economic Price Adjustment (EPA)

INSPECTION POINT: Destination

ACCEPTANCE POINT: Destination

FOB: Destination

QTY VARIANCE: Plus 1% Minus 1%

DELIVERY DATE: Antimony Metal Ingots to be delivered within twenty-four (24) months after delivery order issuance.

PREP FOR DELIVERY: Packaging and labeling of Antimony Metal Ingots shall be in accordance with Sections 9 and 10 of the SOW.

SB0812  
DLA STRATEGIC MATERIALS SCOTIA  
CONSOLIDATED STATION PROPERTY  
RT 5, BLDG 12  
SCOTIA, NY 12302-9463  
USA

CLIN 0001 - Antimony Metal Ingots	Quantity (in lbs.)	Unit Price (per lb.)	Validity
	1	\$ [REDACTED]	90 calendar days

\* Unit Pricing above will remain valid for all Delivery Orders issued within time period defined above. Subsequent orders will be subject to economic price adjustment.

CLIN X002 - THIRD-PARTY TESTING

SUPPLY/SERVICE: H999-V00007070

ITEM DESCRIPTION: Third-Party Testing of Antimony Metal Ingots. The Contractor shall perform testing in accordance with Section 6 of the SOW.

PRICING TERMS: Firm Fixed Price

PERIOD OF PERFORMANCE: twenty-four (24) months after delivery order issuance

SB0812  
DLA STRATEGIC MATERIALS SCOTIA  
CONSOLIDATED STATION PROPERTY  
RT 5, BLDG 12  
SCOTIA, NY 12302-9463  
USA

CLIN X002 - Third-Party Testing	Contract Period	Lot (-45,000 lbs./1 truckload)	Unit Price (Price per Lot)
	Year 1 (CLIN 0002)	1	\$ [REDACTED]
	(9/22/2025 - 9/21/2026)		
	Year 2 (CLIN 1002)	1	\$ [REDACTED]
	(9/22/2026 - 9/21/2027)		
	Year 3 (CLIN 2002)	1	\$ [REDACTED]
	(9/22/2027 - 9/21/2028)		
	Year 4 (CLIN 3002)	1	\$ [REDACTED]
	(9/22/2028 - 9/21/2029)		
	Year 5 (CLIN 4002)	1	\$ [REDACTED]
	(9/22/2029 - 9/21/2030)		

Unit Pricing above will remain valid for all delivery orders issued against this IDIQ contract.

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ALL TERMS AND CONDITIONS OF SOLICITATION SP8000-25-R-0009 AND UNITED STATES ANTIMONY CORPORATION'S FINAL PROPOSAL DATED 09/08/2025 ARE ALL HEREBY INCORPORATED BY REFERENCE.

USAC's Proposed Economic Price Adjustment Clause

[THIS EPA CLAUSE SHALL APPLY SOLELY TO CLIN 0001]  
C09 Economic Price Adjustment - Department of Labor Index (APR 2024)

(a) Warranties. The contractor warrants that-

- (1) The base unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this procurement note; and
- (2) Prices invoiced shall be computed in accordance with the terms of this procurement note and USAC's Ingot Pricing Terms.

(b) Definitions. As used throughout this procurement note-

(1) "Index", for the purpose of price adjustment under this procurement note, means the Antimony Metal Market Price published by Argus Metals Market Report. Antimony Metal Market Price means the price for Antimony Regulus, Grade II (minimum 99.65% Sb) du Rotterdam, as assessed and published by Argus under its Metals Market Report, expressed in U.S. dollars per pound, FOB Rotterdam, on the Date of Price Determination

The Argus Metals Market Report is published by Argus Media, a London-based global price-reporting agency (PRA). Argus Media specializes in commodity price benchmarks, market analysis, and industry reporting across energy, petrochemicals, fertilizers, and metals.

For metals specifically, Argus provides daily price assessments, market commentary, and forward-looking analysis. Their metals coverage spans base metals, minor metals, ferro-alloys, battery materials, and scrap.

Argus Media is the publisher. The "Argus Metals Market Report" is one of their flagship daily reports covering price assessments and market news.

Rotterdam = a benchmarked location inside the report and is the benchmark that is used by all parties Offeror conducts business with for procurement and purchasing ore feedstock for processing into antimony products.

Rotterdam is not a separate report. It is one of the geographic pricing hubs covered within the Argus Metals Market Report.

Argus uses Rotterdam as a key delivery/import/export hub for Europe, especially for minor metals (like antimony, tungsten, cobalt, etc.).

When you see references like "Argus antimony Rotterdam price," it means the price assessment Argus publishes for spot transactions.

(2) "Base index" means the arithmetic average of the final version of the indexes published for the N/A months, or N/A quarters for ECI, preceding the closing date for receipt of proposals or the date required for receipt of final proposal revisions, if discussions were held.

(3) "Adjusting index" means the arithmetic average of the [ ] first published or [X] final version of the index for the N/A months, or N/A quarters for ECI, prior to the month in which the adjusting contract modification is effective.

(4) "Base unit price" means the unit price applicable to a quantity of a contract line item established at contract award, exclusive of any price adjustment pursuant to this procurement note.

(5) "Adjustment period" means the period during which a particular adjustment to the unit price under this procurement note (calculated at the beginning of the adjustment period) will apply to a specific Delivery Order. The length of each adjustment period in months is equal to the period of performance of the Delivery Order.

(c) Adjustments. Price adjustments will be made upon issuance of each Delivery Order. The contracting officer will obtain a quote from the contractor in accordance with the Ingot Pricing Terms and establish the Contract Price for the Delivery Order in accordance with the Pricing Formula. Once established, the Contracting Price will remain the same for purposes of a Delivery Order for the full term of the Order. The contracting officer will make price adjustments in accordance with this procurement note by issuing a contract modification showing the base unit price, the mathematical calculations, and the changed unit price(s).

(1) The contractor shall adjust its price for a Delivery Order if the Contract Price as established by the Ingot Terms Pricing Formula is lower or higher than the starting base of [REDACTED]. The Government shall not issue more than 10 Delivery Orders in total over the five-year term of this contract. Accordingly, the Contract Price will not be adjusted more than 10 times over the life of the contract. In the event of unforeseen circumstances, the government may increase the maximum number of orders above 10 orders under the contract, with a corresponding increase in the number of adjustments, subject to the Changes clause and all other terms of this EPA clause.

(2) Example of adjustment calculation: See Ingot Pricing Terms

\*In computing the base and adjusting indexes, the contracting officer will round the resulting figure to the second decimal place.

\*\*The contracting officer will round this number to the fifth decimal place.

**CONTINUED ON NEXT PAGE**

\*\*\*The contracting officer will round all dollar figures to the nearest cent.

(d) The aggregate of the increases in any contract unit price under the terms of this procurement note shall not exceed [REDACTED] (percent) of the original base unit price, except as provided hereafter.

(1) If at any time the contractor has reason to believe that within the near future a price adjustment under the terms of this procurement note will be required that will exceed the adjustment ceiling for any item, the contractor shall promptly notify the contracting officer in writing of the expected increase. The notification shall include a revised ceiling the contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the contracting officer.

(2) If an increase in the index would raise a contract unit price for an item above the current ceiling, the contracting officer may issue a contract modification to raise the ceiling. If the contracting officer does not raise the contract ceiling, the contracting officer will promptly notify the contractor in writing.

(e) Invoices. The basis for prices payable under this contract is the latest adjusted unit price incorporated into the contract as of the date of order.

(f) Retroactive adjustment. This paragraph applies only if the contracting officer selected "first published index" in paragraph (b) (3). N/A. If the Government has already paid for orders delivered during an adjustment period, the contractor may request a retroactive adjustment. The contracting officer will, base the retroactive adjustment on the difference between a higher final revised index applicable to an adjustment period and the index values used in calculating the unit price for that adjustment period, subject to the adjustment ceiling in paragraph (d) and under] the following conditions:

(1) The request for equitable adjustment clearly establishes that the unit price adjustment for the adjustment period would have been higher if the final revised index had been used; and identifies all invoices and payments to which it applies cites the specific index differences relating to the requested adjustment and provides a calculation of the total net price adjustment for items delivered during that adjustment period.

(2) The total dollar changes for items delivered is \$N/A (\$500.00 unless otherwise stated) or more for the applicable adjustment period(s).

(3) The contracting officer received the contractor's written request within 45 days following publication of the final revised index.

The contractor shall adjust its prices downward based on the difference between a lower final revised index applicable to an adjustment period and the index values used in calculating the unit price for that adjustment period, subject to the limitation in paragraph (f) (2).

(g) Revision of index. If any applicable index is discontinued or its method of derivation is altered substantially, or if the contracting officer determines that the index consistently and substantially fails to reflect market conditions, the parties shall mutually agree upon an appropriate and comparable substitute. The contracting officer will modify the contract to reflect such substitute effective on the date the index was discontinued, altered, or began to consistently and substantially fail to reflect market conditions.

(h) Final invoice. The contractor shall include a statement on the final invoice confirming it has applied all decreases required by this procurement note to the amounts invoiced.

(i) Disputes. The "Disputes" clause of the contract applies to any dispute arising under this procurement note. (End of USAC's Proposed Economic Price Adjustment Clause)

#### USAC's Proposed Ingot Pricing Terms

[for CLIN 0001 - Antimony Metal Ingots, 99.65% Purity (Unit of Measure: Lbs.)]

It is anticipated that market costs will fluctuate over the term of the contract. The Parties desire to provide for price adjustment to address such variation, computed and effected in accordance with the procedures specified herein. The CLIN unit prices agreed to by the Parties reflect the base unit prices as of the date of award. The base unit prices shall be adjusted for each Delivery Order issued during the contract period of performance.

(a) Definitions. As used in this clause-

Antimony Metal Market Price means the price for Antimony Regulus, Grade II (minimum 99.65% Sb) du Rotterdam as assessed and published by Argus under its Metals Market Report, expressed in U.S. dollars per pound, FOB Rotterdam, on the Date of Price Determination.

Contract Price means the unit price per pound for CLIN 0001 that the Government will pay USAC for Antimony under a Delivery Order, established based on the pricing formula described in paragraph (c).

Date of Price Determination means the date a quote is requested for an impending Delivery Order.

Processing Factor is the charge for processing antimony, equal to [REDACTED] %.

Product Handling Fee means the charge per pound associated with sampling (\*conducted by USAC of antimony feedstock, prior to processing and independent of final, third-party sampling of final product), testing/assays (\*by USAC of antimony feedstock, prior to processing and independent of final, third-party testing of final product), certificate of analysis, handling, management, packaging, labeling, transportation, delivery, inspection, and acceptance, as those terms are defined in the Statement of Work. The Product Handling Fee will be \$ [REDACTED] per pound, subject to an annual increase of 2% applied on the anniversary of the Contract award date.

Starting Base means the Contract Price as of the date of contract award, which will be \$ [REDACTED] per pound. The Starting Base will be the Contract Price for all Delivery Orders issued within 90 calendar days of the date of contract award.

(b) Price Adjustments. The Government intends to purchase Antimony Metal Ingots from USAC under this contract over a period of five years, structured as one 60-month ordering period. The Government anticipates issuing two Delivery Orders for Antimony Metal Ingots each year. Due to uncertain market conditions, the unit price per pound of Antimony Metal Ingots shall be subject to economic price adjustments.

The CLIN 0001 unit price for Delivery Orders issued in the first 90 calendar days after Contract award will be the Starting Base without any adjustment. For all orders issued more than 90 calendar days after contract award, the Contract Price shall be determined on the Date of Price Determination based on the pricing formula set forth in paragraph (c). The Government will request a quote from the Contractor before issuing each Delivery Order. The

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Contractor will respond with a quote that applies the Pricing Formula as of the date of the Government's request, which will be valid for 30 days. The Contract Price will be based on the quote, provided that the Government awards the Delivery Order within 30 days.

(c)Pricing Formula. The Contract Price for each Delivery Order will be established on the Date of Price Determination, and will be equal to the Antimony Metal Market Price, multiplied by one plus the Processing Factor, plus the Product Handling Fee (\$1 per pound). Once the Contract Price has been established for a Delivery Order, it will remain the same for the term of the Delivery Order and will not be subject to further adjustment.

Example.

When a Delivery Order is issued (on the Date of Price Determination):

Pricing Formula at Date of Price Determination	Pricing Calculation at 8/27/25
██████████	\$ ██████████
Multiplied by ██████ % Processing Fee	██████████
Plus Product Handling Fee	\$ ██████████
Contract Price (unit price per pound)	\$ ██████████

(d)Restrictions on Orders and Adjustments.

(i)Maximum and Minimum Order Quantities. As further set forth in FAR 52.216-19, the minimum order of 45,000 pounds (equivalent to one truckload) and maximum order of 2,000,000 pounds (whether for a single order or a combination of items) apply, unless the parties agree in writing in advance to a larger order. The Government is not obligated to purchase, nor is the Contractor obligated to furnish, any order for supplies and/or services less than the minimum or in excess of the maximum order quantities.

(ii)Aggregate Maximum Adjustment. Notwithstanding anything in this clause to the contrary, the Contract Price for any Delivery Order hereunder shall not exceed ██████ of the Starting Base of \$ ██████ per pound (that is, \$ ██████ per pound). If the calculated Contract Price for any Delivery Order exceeds \$ ██████ per pound, the Contract Price will be capped at \$ ██████ per pound for that Delivery Order.

(e)Replacement Index. If Argus ceases publication of the Antimony Metal Market Price, the Parties shall mutually agree upon a comparable published index of equivalent quality and delivery terms.

(f)Order of Precedence. In the event of a conflict between this clause and any other clause of this contract pertaining to ordering or establishing unit prices for Antimony Metal Ingots, this clause shall take precedence.  
(End of USAC's Proposed Ingot Pricing Terms)

NO COVERED DEFENSE INFORMATION OR OTHER CONTROLLED UNCLASSIFIED INFORMATION IS ANTICIPATED TO BE PROVIDED UNDER OR GENERATED IN PERFORMANCE OF THIS CONTRACT.

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**Form****SECTION C – SPECIFICATIONS/SOW/SOO/ORD**

## Statement of Work

### Antimony Metal

**1. BACKGROUND**

Antimony Metal (Sb) is a critical component of numerous Department of Defense (DoD) systems including munitions, metallurgical components, and semiconductors. It is also critical to the production of other products such as Antimony Trioxide, a flame retardant, and Antimony Trisulfide, which is used as a primer in nearly every DoD munition. This acquisition is for Antimony Metal, which can be readily transformed into the specific forms needed by DoD. Additionally, Antimony metal is a stable shelf form of antimony that can be utilized in various defense systems.

Defense Logistics Agency (DLA) Strategic Materials received Congressional authority to procure antimony metal. Based on material research, the government determined to procure antimony metal ingots for addition to the National Defense Stockpile (NDS).

**2. SCOPE**

To reduce the risk of import reliance in the antimony metal supply chain, DLA Strategic Materials intends to purchase antimony metal with estimated quantities shown in Table 1 over the course of a five-year ordering period.

Table 1: Estimated planned procurement quantities and schedule for antimony metal

Ordering Issuance Year	Quantity (lbs.)
Year 1	743,425
Year 2	1,420,106
Year 3	1,356,357
Year 4	1,619,337
Year 5	1,546,645
TOTAL	6,685,870*

\*Total quantity +/- 1.0%

\*The Table 1 quantities are estimates only, which may change throughout the life of the contract. The government is only bound to the guaranteed minimum established under the contract.

**3. REFERENCE**

The following are incorporated by reference:

- a. Harmonized Tariff Schedule, the Tariff Act of 1930, and the Trade Act of 1974
- b. United States (US) Customs and Border Protection (CBP) Form 7501
- c. US CBP Form 6059, General Declaration
- d. US CBP Form 5106 (Request for Importer Number, or Notification of Importer Number)

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**Form (CONTINUED)****4. TECHNICAL REQUIREMENTS****4.1. MATERIAL DESCRIPTION**

**4.1.1.** The material shall be antimony metal in ingot form. The antimony ingots shall conform to the elemental requirements in Table 2.

Table 2. Antimony ingot chemical specification.

Element	Percent by Mass
Sb	99.65 min
As	0.1 max
Pb	0.2 max
Fe	0.02 max
Cu	0.015 max
Se	0.005 max
Bi	0.03 max
Cd	0.0015 max
Te	0.005 max
S	0.06 max
Sn	0.003 max

**4.1.2.** The ingots shall be approximately 15.75" x 6.5" x 2.5" and trapezoidal or rectangular in nature and shall not exceed 10% deviation from these dimensions. For trapezoidal ingots, dimensions shall be acceptable provided at least the base, length, and height conform to within 10% of the above size requirements.

**4.1.3.** Ingots shall be approximately 45 lbs., with deviation of no more than 10%.

**4.1.4.** The ingots shall meet all standards of acceptability and be free of industry-standard imperfections.

**4.1.5.** The Contractor shall ensure the material from each production lot is segregated from the material from any other production lot. Co-mingling of multiple production lots into one larger lot will not be accepted. The Contractor shall assign a unique lot number to each production lot.

**5. SAMPLING**

**5.1.** The Government reserves the right to sample and test each lot of material received to verify the material meets the material specifications set forth in this Statement of Work (SOW).

**5.2.** The Government reserves the right to witness the sampling and/or testing of each lot of material. The Contractor shall permit the Government access to areas associated with sample collection and distribution at the time the Contractor is manufacturing each lot of material the Contractor intends to provide to the Government. The Contractor's ingot production facilities must be in North America for all ingots the Contractor intends to supply the Government.

**5.3.** The Contractor shall provide the Government with written notice of the date(s) the Contractor intends to begin processing, sampling, and testing activities for the lots of material it intends to provide to the Government, a minimum of 20 (twenty) business days prior to that date.

**5.4.** The Contractor shall submit a sampling plan to the Quality Assurance Specialist (QAS) for approval no later than thirty (30) business days prior to the start of sampling operations. The sampling plan shall include, at a minimum:

- a) A summary description of sample preparation techniques

**CONTINUED ON NEXT PAGE**

**Form (CONTINUED)**

- b) A summary description of methodology and instrumentation (as applicable) the lab will employ for each required data value in this SOW's material specifications
- c) Any significant assumptions the lab might elect to make that are beyond the accepted assumptions made for chemical analysis (instruments and wet chemistry)
- d) Justification for the assumption that the sample is representative of the lot
- e) Relevant safety precautions based on the material's Safety Data Sheet (SDS).

- 5.5. The Contractor shall not make any changes to their Sampling Plan without the explicit written approval of the QAS. If the Contractor wishes to make changes to the approved Sampling Plan, the Contractor shall submit a complete and revised proposed Sampling Plan for approval to the QAS. The QAS will advise the Contractor whether the revised proposed Sampling Plan is acceptable within seven (7) calendar days of receipt of the revised Sampling Plan. All sampling will be in accordance with the approved Sampling Plan. The government reserves the right to witness the contractor's sampling operations for each lot of material the contractor intends to deliver to the government for compliance with the Sampling Plan.
- 5.6. If subsequent Contractor Sampling Plans and processes remain unchanged from previously submitted sampling plans, the Contractor shall submit an email to the Government, stating there are no changes to its sampling plan or processes ten (10) business days prior to the date the Contractor begins its sampling activities.
- 5.7. The Contractor shall collect samples for each lot of material it intends to provide to the Government. The Contractor's ingot sampling process and procedures shall be consistent with the sampling process and procedures the Contractor typically uses for this material for other customers.
- 5.8. The Contractor shall collect three equivalent samples for each lot of material the contractor intends to supply to the Government - one set of samples for the Contractor's purposes, one set of samples for the Government, and one set of samples for laboratory analysis. All three samples shall be of the same size and form and shall be representative in chemical properties of the lot of material. All three samples shall have a minimum sample size that satisfies the requirements of the independent third-party laboratory.
- 5.9. The Contractor shall ship the Government's sample for each lot with each lot of material it delivers to the Government.
- 5.10. The Contractor shall document and transfer chain of custody of the lot's analytical sample to the independent third-party laboratory. (Contractor can request return of reserve)

**6. TESTING**

- 6.1. The contractor shall employ an independent third-party analytical chemistry laboratory (lab) to chemically characterize each lot of antimony metal the contractor intends to deliver to the government. The lab shall analyze each lot in accordance with Table 2.
- 6.2. The contractor shall report testing information to the government in a Certificate of Analysis (COA). The contractor shall deliver a COA for each representative sample from each lot of antimony for which chemical analyses were performed.
- 6.3. The third-party lab used to perform verification testing shall:
- a) Have Continental United States (CONUS) based operations.
  - b) Perform all analytical chemistry activities in this SOW within CONUS.
  - c) Have an established reputation for experience and excellence in laboratory analytical services.
  - d) Be certified in International Organization for Standardization (ISO) 17025 through A2LA with the following specific certifications, at a minimum: sample preparation for mineral ore, limestone,

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ferro-alloys (falling within the A2LA P112 Flexible Scope Policy); Inductively Coupled Plasma ("ICP") for Al, Ag, As, B, Ba, Bi, Ca, Cd, Ce, Co, Cr, Cu, Fe, K, La, Li, Mg, Mn, Mo, Na, Nb, Ni, P, Pb, Sb, Se, Si, Sn, Sr, Ta, Ti, V, W, Zn (falling within the A2LA P112 Flexible Scope Policy); combustion analysis for C, N, O, S (falling within the A2LA P112 Flexible Scope Policy); Wavelength-Dispersive X-Ray Fluorescence ("WDXRF") analysis for Al, Ca, Cr, Co, Cu, Fe, Mn, Mo, Na, Nb, Ni, P, S, Si, Ti, V (falling within the A2LA P112 Flexible Scope Policy); gravimetric precipitation analysis for CaF<sub>2</sub>, Mo, Nb, S, SiO<sub>2</sub>; volumetric analysis for B, Ca, Cr, Fe, Metallic Fe, Mg, Mn, Ni, Ti, V; gas evolution for CO<sub>2</sub> and; miscellaneous gravimetric analysis for sieve testing, Loss on Ignition ("LOI"), moisture at 105°C.

- e) Have expert ability and experience in analytical chemistry techniques and methods and method development in wet chemistry (i.e., sample preparation and digestion, titration, reagent preparation, glovebox work, etc.), and instrumental analysis.
- f) Have expert ability and experience in clean pulverization capabilities; laboratory sample preparation and digestion; titration; and reagent preparation.
- g) Have expert ability and experience in instrumental analysis, including Inductively Coupled Plasma Optical Emission Spectroscopy/Atomic Emission Spectroscopy (ICP-OES/AES), ICP-Mass Spectrometry (ICP-MS), and inert gas fusion and combustion analysis, especially using LECO™ or similar instruments.

6.4. The Contractor shall submit a Testing Plan to the Government for approval no later than thirty (30) business days prior to the start of testing operations.

6.5. The testing plan shall include, at a minimum:

- a) A summary description of sample preparation.
- b) Summary description of methodology and instrumentation (as applicable) the lab will employ for each required data value in this SOW's material specifications.
- c) Any significant assumptions the lab might elect to make that are beyond the accepted assumptions made for chemical analysis (instruments and wet chemistry).
- d) An acknowledgment that the Contractor understands and will abide by the safety portion of the SDS for the specific material being tested.

6.6. The Contractor shall not make any changes to the Independent Third-party Analytical Chemistry Laboratory's testing plan (i.e., the proposed analytical methodologies the independent laboratory will employ will be submitted and approved as part of the Contractor's proposal) without the explicit written approval of the QAS.

**7. CERTIFICATES OF ANALYSIS (COA)**

- 7.1 The Contractor shall provide a COA with each production lot. A production lot is defined as the material produced by the same bench for a bench-wise production process, or the same operating shift for a continuous process.
- 7.2 The Contractor shall send each COA to the QAS for review and acceptance prior to the shipment of each lot. The COA is a legal document which attests that the material delivered by the Contractor satisfies the specifications stated in the SOW. The Government will review every COA for each lot and advise the contractor if they are permitted to deliver the material. The QAS will notify the Contractor of the acceptability/unacceptability of each COA within fourteen (14) calendar days after receipt of each COA. The email address for submitting the COAs will be designated in the delivery order.
- 7.3 The COA shall have a statement certifying that the material meets and or exceeds required material specifications.

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7.4 On each page of the contractor's COA where data is generated by an independent third-party laboratory, the contractor shall incorporate the lab's data into the contractor's COA with the lab's letterhead on each page containing data generated by the lab.

7.5 Each COA shall include the following, at a minimum:

- a) Lot number
- b) Weight and number of containers the COA covers
- c) List of tests performed and/or the methodology applied. The Contractor shall include any significant assumptions made, other than typical assumptions for test methodology, as a footnote to the reported value
- d) Numerical results and qualitative results (as applicable)
- e) Error ranges/limits for results
- f) Specifications/requirements
- g) Name of the company or name of the laboratory performing the testing
- h) Date(s) each analysis is performed, and
- i) Printed name and signature of analyst.

## **8. ENVIRONMENTAL, SAFETY, AND OCCUPATIONAL HEALTH REQUIREMENTS**

### **8.1 Transporting, Handling, and Management**

- 8.1.1. The Government shall ensure compliance with all federal, state, and local regulations (international laws, as applicable) for the use, transport, emergency response, and disposal of the acquired material.
- 8.1.2. The Contractor shall ensure compliance with the Department of Transportation (DOT) regulations by certifying hazardous materials are properly classified, described, packaged, marked, and labeled and are in a condition safe to transport the material. (49 CFR 173)
- 8.1.3. The Contractor shall ensure compliance with the Occupational Safety and Health Administration (OSHA) regulations regarding the proper management, handling, storage, transportation, and disposition of material. (29 CFR 1910)
- 8.1.4. The Contractor shall communicate the hazards of the material by providing the Safety Data Sheet (SDS) in accordance with The United Nations Globally Harmonized System of Classification and Labeling of Chemicals (GHS). (29 CFR 1910)
- 8.1.5. The Contractor shall ensure compliance with the Environmental Protection Agency (EPA) regulations for characterizing waste to determine appropriate disposal of material and any associated packing and shipping material. (40 CFR 260)
- 8.1.6. The Contractor shall ensure compliance with Strategic Materials' Environmental, Safety, and Occupational Health (ESOH) Depot Orientation Guide and ESOH Policy Statement available on Strategic Materials website: <https://www.dla.mil/Strategic-Materials/>.

## **9. PACKAGING**

### **9.1 PALLETIZING REQUIREMENTS**

- 9.1.1. All ingots shall be placed onto new undamaged pallets meeting the specifications listed below and be banded together to prevent material movement during handling, transportation, or other operations where material and/or personnel could be damaged and/or injured if the material shifts. The use of used, recycled, repaired, remanufactured, and/or refurbished pallets will not be

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accepted.

9.1.2. One hundred and eight (108) ingots will be placed on a pallet; twenty-seven (27) ingots per layer not to exceed four (4) layers, each layer staggered to the next layer. Weight will not exceed six thousand (6,000) pounds or two thousand seven hundred twenty-one (2,721) kilos.

9.1.3. All palletized material shall be covered with a water resistant (e.g. plastic bag, etc.) barrier that totally covers the top and sides of each banded pallet to preclude water damage to the material during shipment and storage.

**9.1.4. Pallet Design**

- a) All pallets shall be 48 inches deep (front to back) and 48 inches wide (side to side) in size.
- b) All pallets shall contain four (4) full-length, solid stringers. One stringer shall be located at each edge (side) and two stringers shall be located in the interior of all pallets. Interior stringers shall be spaced 18 ½ inches (on center) from the outside of each edge (side). Stringers shall be 1 5/8 inches in width and 3 ½ inches in height. Segmented, composite, and/or block stringers will not be acceptable.
- c) All pallets shall have flush sides (e.g. no wings).
- d) All pallets shall contain "top decking" and "bottom decking" boards. All decking boards shall be six (6) inches in width with no more than one (1) inch between boards. All decking boards shall be ¾ inches in thickness and be solid.
- e) All pallets shall be of a "two-way entry" configuration.
- f) Pallets may be reversible in design.
- g) All pallets shall have a minimum rated load capacity of 750 pounds per square foot.

**9.1.5. Pallet Construction**

- a) All pallets shall satisfy the requirements listed in American Society for Testing and Materials (ASTM) D6199-18a.
- b) All pallets shall be constructed entirely (except fasteners) of high-density hardwood meeting the requirements of paragraph 6 of ASTM D6199-18a. Only high-density hardwood species categorized in "Group IV" of ASTM D6199-18a shall be acceptable for pallet construction. The only acceptable high density hardwood species used for pallet construction are: Beech, Birch, Hackberry, Hard Maple, Hickory, Oak (Eastern), Pecan, Rock Elm, American Elm, White Oak and Green Oak. Pallets may be constructed by mixing together or using different high density hardwood species listed above interchangeably.
- c) All pallets shall satisfy the requirements listed in International Standards for Phytosanitary Measures Number 15 (ISPM-15) (e.g. heat treated, etc.).
- d) Only driven nails that are "helically" threaded, "Annularly" threaded or "fluted" will be acceptable for use in pallet construction. The fastener length shall be sufficient to provide a minimum penetration of 1 ¼ inches into the stringer.

9.1.6. A copy of the SDS for the contained material shall be accessible and external to the packed material with each delivery. All packages shall meet all requirements presented in Section 6 to ensure compliance with Federal, State, and Local regulations for the transporting, handling, and management of material.

9.2 The Contractor shall use the industry standard for packaging to store the materials. The Contractor shall notify the QAS within ten (10) business days if the packaging standards have changed.

**10. LABELING**

10.1 Each individual ingot shall be imprinted (or otherwise permanently marked) at one end with a unique serial number that is traceable to that individual ingot only. The use of paint/ink to mark/label ingots is

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not acceptable.

- 10.2** The unique serial number imprinted (or otherwise permanently marked) on each individual ingot shall correlate to an individual COA.
- 10.3** The font size of markings imprinted (or otherwise permanently marked) on each ingot shall be sufficient in size to be legible to the unaided eye.
- 10.4** Ingots may be stored outside. All markings shall be permanent in nature to the extent that they remain completely legible to the unaided eye for a minimum of twenty (20) years.
- 10.5** All markings shall be in English.
- 10.6** The information in items (a) through (k) below shall be included with the pallet of ingots. The marking shall not include a security classification or anything indicating DLA Strategic Materials ownership other than the contract number.
- a) Commodity name
  - b) Commodity grade, type, or form
  - c) Merge number
  - d) Country of origin
  - e) Producer name
  - f) Producer's part number
  - g) Gross weight in pounds and metric units. (Metric units to be in parentheses.)
  - h) Net weight in pounds and metric units. (Metric units to be in parentheses.)
  - i) Lot number
  - j) Ingot serial number. (The serial number is the individual ingot number in relation to the total number of ingots in the lot, e.g. ingot 25 of 100 ingots in the lot.) Each ingot will be stamped on one end with that ingot's serial number corresponding to that ingot's particular lot.
  - k) Government contract number.

**11. TRANSPORTATION**

The Contractor shall be responsible for transport, as well as responsible Carrier and Insurance Paid (CIP) of the material to the point of delivery: the Government Storage Depot in Scotia, New York. Refer to Section 9 for all legal labeling requirements.

**12. DELIVERY**

- 12.1** The Contractor shall deliver materials to the Government Storage Depot (delivery point) at the following address:

Defense Logistics Agency Strategic Materials Scotia Depot Route 5, Building  
#12  
Scotia, NY 12302-9463

United States of America Telephone: (518)  
370-3347

Unloading Hours: 7:30 AM - 2:30 PM (EST), Monday - Friday Accessibility: Truck

- 12.2** The Contractor shall schedule all deliveries in writing with the QAS a minimum of twenty-one (21) calendar days in advance of their delivery prior to shipping. The QAS will provide written acceptance of the proposed delivery schedule within fourteen (14) calendar days. The Contractor shall submit a

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COA for each individual ingot to the QAS for review and acceptance prior to shipment of each ingot to the delivery point.

12.3 The Contractor shall be free to schedule each delivery with the QAS only after the COA is accepted.

12.4 Delivery Orders issued against this IDIQ contract shall have a delivery period not to exceed twenty-four (24) months.

**13. INSPECTION AND ACCEPTANCE**

13.1 The material inspection and acceptance location will be at the Government Storage Depot (delivery point) in Scotia, New York.

13.2 The government will perform a visual inspection of all material upon receipt at the delivery point to verify conformance with the requirements of this SOW that can be verified visually.

13.3 The Government will provide written notification of the acceptance/rejection of delivered material to the Contractor within twenty (20) calendar days of delivery. The Contractor shall not submit an invoice until the government point of contact (POC) has issued a notification of Acceptance for the delivery.

13.4 If any delivered material does not conform to the requirements stated in the SOW or is not the same as that indicated on the COA, the Government will reject the nonconforming material. The Contractor shall be responsible for removal and replacement of rejected material, including all attendant costs, within ninety (90) calendar days of the final delivery. The Government reserves the right to ask for compensation for lost time.

**ACRONYMS:**

- ASTM American Society for Testing and Materials CFR Code of Federal Regulations
- CIP Carrier and Insurance Paid to COA Certificate of Analysis
- DLA Defense Logistics Agency
- DOD Department of Defense
- DOT Department of Transportation EPA Environmental Protection Agency
- ESOH Environmental, Safety, and Occupational Health FY Fiscal Year
- GHS United Nations Globally Harmonized System of Classification and Labeling of Chemicals
- ISO International Organization for Standardization
- ISPM International Standards for Phytosanitary Measures KO Contracting Officer
- LBS Pounds
- NDAA National Defense Authorization Act NSS National Security Space
- OSHA Occupational Safety and Health Administration POC Point of Contact
- QAS Quality Assurance Specialist
- SDS Safety Data Sheet
- SOW Statement of Work

**Part 12 Clauses**

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) FAR

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**Part 12 Clauses (CONTINUED)**

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS --- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025) (DEVIATION 2025-00004) FAR**

This clause incorporates by reference only those clauses required to implement provisions of law or Executive orders applicable to the acquisition of commercial products or commercial services. The contracting officer shall attach this clause to the solicitation and contract and, using the appropriate clause prescriptions, indicate which, if any, of the additional clauses cited in 52.212-5(b) or (c) are applicable to the specific acquisition. Some of the clauses require fill-in; the fill-in language should be inserted as directed by 52.104(d). When cost information is obtained pursuant to part 15 to establish the reasonableness of prices for commercial products or commercial services, the contracting officer shall insert the clauses prescribed for this purpose in an addendum to the solicitation and contract. This clause may not be tailored.

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203 -19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113 -235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204 -23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115 -91).

(3) 52.204 -25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1) (A) of Pub. L. 115 -232).

(4) 52.209 -10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232 -40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233 -3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233 -4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108 -77 and 108 -78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655)

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

[ ] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111 -5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[ ] (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community --see FAR 3.900(a).

[X] (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109 -282) (31 U.S.C. 6101 note).

[ ] (6) [Reserved]

[ ] (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111 -117, section 743 of Div. C).

[ ] (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111 -117, section 743 of Div. C).

[X] (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117 -328).

[ ] (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders --Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) ([Pub. L. 115 -390](#), title II).

[X] (11)(i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders --Prohibition. (Dec 2023) ([Pub. L. 115 -390](#), title II). [ ] (ii) Alternate I (DEC 2023) of 52.204 -30.

[X] (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (31 U.S.C. 6101 note).

[X] (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

[ ] (14) [Reserved]

[ ] (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

[ ] (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[ ] (17) [Reserved]

[ ] (18) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

[ ] (ii) Alternate I (MAR 2020) of 52.219-6.

[ ] (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

[ ] (ii) Alternate I (MAR 2020) of 52.219-7.

[X] (20) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)).

[ ] (21)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2025) (15 U.S.C. 637(d)(4)).

[ ] (ii) Alternate I (NOV 2016) of 52.219-9.

[ ] (iii) Alternate II (NOV 2016) of 52.219-9.

[ ] (iv) Alternate III (JUN 2020) of 52.219-9.

[ ] (v) Alternate IV (JAN 2025) of 52.219-9.

[ ] (22)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

[ ] (ii) Alternate I (MAR 2020) of 52.219-13.

[ ] (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

[X] (24) 52.219-16, Liquidated Damages --Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

[ ] (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under

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- the Service-Disabled Veteran-Owned Small Business Program (FEB 2024) (15 U.S.C. 657f).
- [X] (26) (i) 52.219-28, Postaward Small Business Program Representation (JAN 2025) (15 U.S.C. 632(a)(2)).
  - [(ii) Alternate I (MAR 2020) of 52.219 -28.
  - [(27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
  - [(28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
  - [(29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
  - [(30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
  - [X] (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
  - [X] (32) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2025) (E.O. 13126).
  - [(33) [Reserved]
  - [(34) [Reserved]
  - [(ii) [Reserved]
  - [X] (35)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
  - [(ii) Alternate I (JUL 2014) of 52.222-35.
  - [X] (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
  - [(ii) Alternate I (JUL 2014) of 52.222-36.
  - [X] (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
  - [X] (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
  - [X] (39)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
  - [(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
  - [X] (40) 52.222 -54, Employment Eligibility Verification (JAN 2025). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
  - [(41)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - [(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - [(42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, et seq.).
  - [(43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, et seq.).
  - [(44)(i) 52.223-20, Aerosols (MAY 2024) ( 42 U.S.C. 7671, et seq.).
  - [(45) 52.223-21 Foams (MAY 2024) ( 42 U.S.C. 7671, et seq.).
  - [X] (46) 52.223-23, Sustainable Products and Services (MAR 2025) (DEVIATION 2025-O0004) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671).
  - [(47) 52.224-3, Privacy Training (JAN 2017) ( 5 U.S.C. 552 a).
  - [(ii) Alternate I (JAN 2017) of 52.224-3.
  - [(48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).
  - [(ii) Alternate I (OCT 2022) of 52.225-1.
  - [(49) (i) 52.225 -3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
  - [(ii) Alternate I [Reserved].
  - [(iii) Alternate II (JAN 2025) of 52.225-3.
  - [(iv) Alternate III (FEB 2024) of 52.225-3.
  - [(v) Alternate IV (OCT 2022) of 52.225-3.
  - [(50) 52.225-5, Trade Agreements (NOV 2023) ( 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
  - [X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - [(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
  - [(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
  - [(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
  - [(55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) ( E.O. 13513).
  - [X] (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
  - [(57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
  - [(58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
  - [X] (59) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) ( 31 U.S.C. 3332).
  - [(60) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
  - [X] (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
  - [X] (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) ( 5 U.S.C. 552a).
  - [(63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act--Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
  - [X] (64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).
  - [X] (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631).
  - [(ii) Alternate I (APR 2003) of 52.247-64.

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**Part 12 Clauses (CONTINUED)**

- [[ (iii) Alternate II (NOV 2021) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]
- [[ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- [[ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- [[ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- [[ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards --Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- [[ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment --Requirements (MAY 2014) (41 U.S.C. chapter 67).
- [[ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services --Requirements (MAY 2014) (41 U.S.C. chapter 67).
- [[ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- [[ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- [[ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).
- [[ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215 -2, Audit and Records --Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause --
- (i) 52.203 -13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
- (ii) 52.203 -17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).
- (iii) 52.203 -19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113 -235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iv) 52.204 -23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115 -91).
- (v) 52.204 -25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1) (A) of Pub. L. 115 -232).
- (vi) 52.204 -27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117 -328).
- (vii)(A) 52.204 -30, Federal Acquisition Supply Chain Security Act Orders --Prohibition. (Dec 2023) ( [Pub.L. 115 -390](#), title II).
- (B) Alternate I (DEC 2023) of 52.204-30
- (viii) 52.219 -8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219 -8 in lower tier subcontracts that offer subcontracting opportunities.
- (ix) [Reserved]
- (x) [Reserved]
- (xi) 52.222 -35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (xii) 52.222 -36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (xiii) 52.222 -37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xiv) 52.222 -40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222 -40.
- (xv) 52.222 -41, Service Contract Labor Standards (AUG 2018)(41 U.S.C. chapter 67).
- (xvi) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (MAR 2015) of 52.222 -50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xvii) 52.222 -51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment --Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xviii) 52.222 -53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services --Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xix) 52.222 -54, Employment Eligibility Verification (JAN 2025) (E. O. 12989).
- (xx) 52.222 -55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

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**Part 12 Clauses (CONTINUED)**

(xxi) 52.222 -62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).  
 (xxii)(A) 52.224 -3, Privacy Training (JAN 2017) (5 U.S.C. 552a).  
 (B) Alternate I (JAN 2017) of 52.224 -3.  
 (xxiii) 52.225 -26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).  
 (xxiv) 52.226 -6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226 -6.  
 (xxv) 52.232 -40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232 -40.  
 (xxvi) 52.247 -64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247 -64.  
 (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) FAR**

**52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016) FAR**

**52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016) FAR**

**52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020) FAR**

**52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR**

**52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) FAR**

**252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (JAN 2023) DFARS**

**252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (JAN 2023) DFARS**

**252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023) DFARS**

**52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995) FAR**

As prescribed in 9.206-2, insert the following clause:

(a) Definition. "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

<http://quicksearch.dla.mil/qsSearch.aspx>

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name:

Manufacturer's Name:

Source's Name:

Item Name:

Service Identification:

Test Number: (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source

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**Part 12 Clauses (CONTINUED)**

must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

**52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015) FAR**

**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) DFARS**

**52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS - ALTERNATE IV (OCT 1997) FAR**

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: [ ]

**252.215-7014 EXCEPTION FROM CERTIFIED COST OR PRICING DATA REQUIREMENTS FOR FOREIGN MILITARY SALES INDIRECT OFFSETS (DEC 2022) DFARS**

**C09 ECONOMIC PRICE ADJUSTMENT - DEPARTMENT OF LABOR INDEX (FEB 2024)**

(a) Warranties. The contractor warrants that--

(1) The base unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this procurement note; and

(2) Prices invoiced shall be computed in accordance with the terms of this procurement note.

(b) Definitions. As used throughout this procurement note --

(1) "Index", for the purpose of price adjustment under this procurement note, means the Producer Price Index(es) reported in the monthly publication entitled, "Producer Price Indexes", published by the United States (U.S.) Department of Labor (DOL), Bureau of Labor Statistics (BLS) for the following code number(s) and title(s): **Refer to USAC's Proposed Economic Price Adjustment Clause and USAC's Proposed Ingot Pricing Terms. USAC's C09 clause and pricing terms supersede and shall take precedence over this clause.** (contracting officer fill-in) N/A; or the Employment Cost Index(es) reported in the quarterly publication entitled, "Employment Cost Indexes," published by the United States (U.S.) Department of Labor (DOL), Bureau of Labor Statistics (BLS) for the following code number(s) and title(s): N/A (contracting officer fill-in) N/A.

(2) "Base index" is the arithmetic average of the final version of the indexes published for the N/A months, or N/A quarters for ECI, preceding the closing date for receipt of proposals or the date required for receipt of final proposal revisions, if discussions were held.

(3) "Adjusting index" means the N/A arithmetic average of the [ ] first published or [ ] final version of the index for the N/A months, or N/A quarters for ECI, prior to the month in which the adjusting contract modification is effective.

(4) "Base unit price" means the unit price applicable to a quantity of a contract line item established at contract award, exclusive of any price adjustment pursuant to this procurement note.

(5) "Adjustment period" means the period during which a particular adjustment to the unit price under this procurement note (calculated at the beginning of the adjustment period) will apply. The length of each adjustment period in months is the number of adjustments allowed per year in (c)(1) below divided by 12.

(c) Adjustments. Prior to the end of each adjustment period, the contracting officer will calculate the adjusting index and any adjusted contract unit price(s) for the new adjustment period, and modify the contract accordingly. The contracting officer will make price adjustments in accordance with this procurement note by issuing a contract modification showing the base index, the adjusting index, the base unit price, the mathematical calculations, and the changed unit price(s). The price adjustment shall apply to orders issued after the effective date of the contract modification establishing the unit price for the adjustment period. The contracting officer will base the price adjustment(s) for each adjustment period on the percentage change between the base index and the adjusting index for the adjustment period, as applied to the base unit price

(1) The contractor shall decrease its price in any particular adjustment period if the adjusting index is less than the base index. This contract allows N/A price adjustments per contract year.

(2) Example of adjustment calculation:

Header	Header
Base Index =	109.88*
Adjusting index =	112.72*
Less base index =	109.88
Change to index =	2.84

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**Part 12 Clauses (CONTINUED)**

Header	Header
Divide change to index by base index =	██████████**
Multiply by the base unit price =	\$ ██████████***
	= Unit Price Adjustment
Adjusted unit price =	\$ ██████████

- \* In computing the base and adjusting indexes, the resulting figure shall be rounded to the second decimal place.
- \*\* This figure shall be rounded to the fifth decimal place.
- \*\*\* All dollar figures shall be rounded to the nearest cent.
- (d) The aggregate of the increases in any contract unit price under the terms of this procurement note shall not exceed N/A (percent) of the original base unit price, except as provided hereafter.
- (1) If at any time the contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the adjustment ceiling for any item, the contractor shall promptly notify the contracting officer in writing of the expected increase. The notification shall include a revised ceiling the contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the contracting officer.
- (2) If an increase in the index would raise a contract unit price for an item above the current ceiling, the contracting officer may issue a contract modification to raise the ceiling. If the contract ceiling will not be raised, the contracting officer shall so promptly notify the contractor in writing.
- (e) Invoices. The prices payable under this contract will be based on the latest adjusted unit price incorporated into the contract as of the date of order.
- (f) Retroactive adjustment. This paragraph applies only if the contracting officer selected "first published index" in paragraph (b)(3). If the Government has already paid for orders delivered during an adjustment period, the contractor may request a retroactive adjustment. The contracting officer will, base the retroactive adjustment on the difference between a higher final revised index applicable to an adjustment period and the index values used in calculating the unit price for that adjustment period, subject to the adjustment ceiling in paragraph (d) and under the following conditions:
  - (1) The request for equitable adjustment clearly establishes that the unit price adjustment for the adjustment period would have been higher if the final revised index had been used; and identifies all invoices and payments to which it applies cites the specific index differences relating to the requested adjustment, and provides a calculation of the total net price adjustment for items delivered during that adjustment period.
  - (2) The total dollar change for items delivered is \$ N/A (\$ ██████████ unless otherwise stated) or more for the applicable adjustment period(s).
  - (3) The contracting officer received the contractor's written request within 45 days following publication of the final revised index.
 The contractor shall adjust its prices downward based on the difference between a lower final revised index applicable to an adjustment period and the index values used in calculating the unit price for that adjustment period, subject to the limitation in paragraph (f)(2).
- (g) Revision of index. If any applicable index is discontinued or its method of derivation is altered substantially, or if the contracting officer determines that the index consistently and substantially fails to reflect market conditions, the parties shall mutually agree upon an appropriate and comparable substitute. The contracting officer will modify the contract to reflect such substitute effective on the date the index was discontinued, altered, or began to consistently and substantially fail to reflect market conditions.
- (h) Final invoice. The contractor shall include a statement on the final invoice confirming it has applied all decreases required by this procurement note to the amounts invoiced.
- (i) Disputes. The "Disputes" clause of the contract applies to any dispute arising under this procurement note.

**52.216-18 ORDERING (AUG 2020) FAR**

- As prescribed in 16.506(a), insert the following clause:
- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **EFFECTIVE DATE OF AWARD** through **LAST DAY OF THE CONTRACT**.
  - (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
  - (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
- (End of clause)

**52.216-19 ORDER LIMITATIONS (OCT 1995) FAR**

- As prescribed in 16.506(b), insert a clause substantially the same as follows:
- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **45,000 pounds (equivalent to one truckload)** [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
  - (b) Maximum order. The Contractor is not obligated to honor --
    - (1) Any order for a single item in excess of **2,000,000 pounds** [insert dollar figure or quantity];
    - (2) Any order for a combination of items in excess of **2,000,000 pounds** [insert dollar figure or quantity]; or
    - (3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
  - (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

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**Part 12 Clauses (CONTINUED)**

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **10 DAYS** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.  
(End of clause)

**52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR**

As prescribed in 16.506(e), insert the following clause:

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **2 YEARS FROM EXPIRATION OF THE DELIVERY ORDER PERIOD.**

(End of clause)

**52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (JUN 2020) FAR**

**52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021) FAR**

**52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021) FAR**

(a) "*Hazardous material*," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
  - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
  - (ii) Obtain medical treatment for those affected by the material; and
  - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

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**Part 12 Clauses (CONTINUED)**

**252.223-7009 PROHIBITION OF PROCUREMENT OF FLOURINATED AQUEOUS FILM-FORMING FOAM FIRE-FIGHTING AGENT FOR USE ON MILITARY INSTALLATIONS (MAR 2024) FAR**

**252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022) DFARS**

**252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013) DFARS**

**252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022) DFARS**

(a) *Definitions.* As used in this clause --

"Component" means any item supplied to the Government as part of an end product or of another component.

"End product" means supplies delivered under a line item of this contract.

"Qualifying country" means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

- Australia
- Austria
- Belgium
- Canada
- Czech Republic
- Denmark
- Egypt
- Estonia
- Finland
- France
- Germany
- Greece
- Israel
- Italy
- Japan
- Latvia
- Lithuania
- Luxembourg
- Netherlands
- Norway
- Poland
- Portugal
- Slovenia
- Spain
- Sweden
- Switzerland
- Turkey
- United Kingdom of Great Britain and Northern Ireland.

"Structural component of a tent" --

- (1) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs); and
- (2) Does not include equipment such as heating, cooling, or lighting.

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**Part 12 Clauses (CONTINUED)**

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

- (1) Food.
- (2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.
- (3)(i) Tents and structural components of tents;
  - (ii) Tarpaulins; or
  - (iii) Covers.
- (4) Cotton and other natural fiber products.
- (5) Woven silk or woven silk blends.
- (6) Spun silk yarn for cartridge cloth.
- (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
- (8) Canvas products.
- (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
- (10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply --

- (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
- (2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool --
  - (i) Is not more than 10 percent of the total price of the end product; and
  - (ii) Does not exceed the threshold at Defense Federal Acquisition Regulation Supplement [225.7002-2\(a\)](#);
- (3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;
- (4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;
- (5) To chemical warfare protective clothing produced in a qualifying country; or
- (6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if --
  - (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include ¾
    - (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
    - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
    - (C) Upholstered seats (whether for household, office, or other use); and
    - (D) Parachutes (Federal Supply Class 1670); or
  - (ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.
- (d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract --
  - (i) Shall be taken from the sea by U.S.-flag vessels; or
  - (ii) If not taken from the sea, shall be obtained from fishing within the United States; and
- (2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

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**Part 12 Clauses (CONTINUED)**

**252.225-7013 DUTY-FREE ENTRY (NOV 2023) DFARS**

**252.225-7021 TRADE AGREEMENTS - BASIC (OCT 2023) DFARS**

**252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (JUN 2023) DFARS**

**52.232-17 INTEREST (MAY 2014) FAR**

**52.232-18 AVAILABILITY OF FUNDS (APR 1984) FAR**

**52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) FAR**

**252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023) DFARS**

As prescribed in 232.7004 (b), use the following clause:

(a) *Definitions.* As used in this clause -

*Department of Defense Activity Address Code (DoDAAC)* is a six position code that uniquely identifies a unit, activity, or organization.

*Document type* means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

*Local processing office (LPO)* is the office responsible for payment certification when payment certification is done external to the entitlement system.

*Payment request and receiving report* are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation System (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall -

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov> and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) *WAWF methods of document submission.* Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items -

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

**COMBO**

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

**Routing Data Table \***

Field Name in WAWF	Data to be entered in WAWF	Guidance
Pay Official DoDAAC	SL4701	(If blank, see resulting award)
Issue By DoDAAC	SP8000	(If blank, see resulting award)
Admin DoDAAC	SP8000	(If blank, see resulting award)
Inspect By DoDAAC	SB0812	(If blank, see resulting award)

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**Part 12 Clauses (CONTINUED)**

Field Name in WAWF	Data to be entered in WAWF	Guidance
Ship To Code	SB0812	(If blank, see resulting award)
Ship From Code	N/A	(If blank, see resulting award)
Mark For Code	N/A	(If blank, see resulting award)
Service Approver (DoDAAC)	N/A	(If blank, see resulting award)
Service Acceptor (DoDAAC)	N/A	(If blank, see resulting award)
Accept at Other DoDAAC	N/A	(If blank, see resulting award)
LPO DoDAAC	N/A	(If blank, see resulting award)
DCAA Auditor DoDAAC	N/A	(If blank, see resulting award)
Other DoDAAC(s)	N/A	(If blank, see resulting award)

(\* Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")  
 (\*\* Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.* (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

[REDACTED]

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of Clause)

**252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014) DFARS**

(a) Contract line item(s) [Contracting Officer insert after negotiations] is/are incrementally funded. For this/these item(s), the sum of \$ [Contracting Officer insert after negotiations] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling

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**Part 12 Clauses (CONTINUED)**

prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$
(month, day, year)	\$
(month, day, year)	\$
(month, day, year)	\$

End of Clause

**252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS**

**52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR**

**52.242-13 BANKRUPTCY (JUL 1995) FAR**

**252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2022) DFARS**

As prescribed in [243.205-71](#), use the following clause:

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with [10 U.S.C. 3862\(a\)](#), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:  
I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including -

(1) Certified cost or pricing data if required in accordance with [subsection 15.403-4](#) of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with [subsection 15.403-3](#) of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to -

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

(End of clause)

**252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023) DFARS**

**52.247-34 F.O.B. DESTINATION (JAN 1991) FAR**

**52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR**

**SPECIAL CONTRACT REQUIREMENTS**

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Special Contract Requirements

**52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR**

**252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023) DFARS**

**252.204-7022 EXPEDITING CONTRACT CLOSEOUT (MAY 2021) DFARS**

**C07 WARSTOPPER PROGRAM MATERIAL BUFFER AVAILABILITY (JAN 2021)**

**52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEC 2023) FAR**

**52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023) FAR**

**52.204-28 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- FEDERAL SUPPLY SCHEDULES, GOVERNMENTWIDE ACQUISITION CONTRACTS, AND MULTI-AGENCY CONTRACTS (DEC 2023) FAR**

**52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- PROHIBITION (DEC 2023) FAR**

**C02 MANUFACTURING PHASE OUT OR DISCONTINUATION OF PRODUCTION, DIMINISHING SOURCES, AND OBSOLETE MATERIALS OR COMPONENTS (DEC 2016)**

**C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (JUN 2023)**

**C14 CORRECTION OF NONCONFORMING PACKAGING OR MARKING (MAY 2020)**

**E05 PRODUCT VERIFICATION TESTING (MAY 2020)**

(1) Product verification testing (PVT) under this procurement note will only apply when the contracting officer specifically invokes it in writing. The contracting officer may invoke PVT at or after contract award. If the contracting officer invokes PVT at contract award, the contract will explicitly state this testing requirement. If the contracting officer invokes PVT after contract award, the contracting officer shall notify the contractor and the cognizant DCMA ACO. The Government will perform PVT testing at a Government-designated testing laboratory.

(2) The contractor shall not ship or deliver any material until it receives notification of the acceptable PVT results, unless the contracting officer directs it to do so in writing. The Government will provide the PVT results to the contractor within 20 business days after receipt at the Government testing facility, unless the Government specifies otherwise in writing.

(3) The contractor shall provide and maintain an inspection system acceptable to the Government in accordance with FAR Clause 52.246-2 or 52.246-3; and maintain and make available all records evidencing those details if requested by the Government. When the Government finds evidence of risk associated with the contractor's sampling process, the Government may witness and evaluate the contractor's sampling process. The contractor shall randomly select samples from the production lot(s), unless the contracting officer specifies otherwise in writing. The contractor shall ship the selected PVT samples with a copy of the system of record receiving report (i.e., WAWF, DD Form 250, or commercial shipping document) and the contractor's signed DD Form 1222. The contractor shall prepare the shipping container(s) by marking the external packages in bold letters, "Product Verification Test Samples - Do Not Post to Stock," Contract Number [ ] and Lot/Item Number [ ]" adjacent to the MIL-STD-129 (latest revision) identification markings. The contractor shall use a hard copy of the system of record receiving report as a packing list, in accordance with DFARS Appendix F. The contractor shall mark the exterior of the shipping container in accordance with MIL-STD129 (latest revision), paragraph 5.11. The contractor shall send samples by traceable means (e.g., certified or registered mail, United Parcel Service, Federal Express). The contractor shall include the following in the interior package:

(a) Hard copies of the contract;

(b) Material certifications/process operation sheets; and

(c) Drawings used to manufacture the units and return shipping information.

(4) The Government will return samples that pass testing and are not destroyed during evaluation to the contractor at the Government's expense for the contractor to include as part of the total contract quantity to be delivered under the contract. The contractor and Government may agree to dispose of samples not destroyed when the cost of the item does not justify the shipping expense. If the Government does not return approved samples that pass testing to the contractor, the Government will consider those samples as part of the contract quantity for payment and delivery.

(5) If samples fail testing, the Government may reject the entire contract lot from which the contractor took the samples. The Government may, at its

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**Part 12 Clauses (CONTINUED)**

discretion, retain samples that fail testing without obligation to the contractor.

**252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA --- BASIC (OCT 2024) DFARS**

Basic. As prescribed in 247.574(b) and (b)(1), use the following clause:

(a) Definitions. As used in this clause --

“Foreign-flag vessel” means any vessel that is not a U.S.-flag vessel.

“Ocean transportation” means any water-borne transportation aboard a ship, vessel, boat, barge, ferry, or the like outside the internal waters of the United States as defined in 33 CFR 2.24.

“Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

“Supplies” means supplies that are clearly identifiable for eventual use by or owned by DoD at the time of transportation by sea, or are otherwise transported by DoD, regardless of ownership or use by DoD. An item is clearly identifiable for eventual use by DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

“U.S.-flag vessel” means either a vessel belonging to the United States or a vessel of the United States as that term is defined in 46 U.S.C. 116.-

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Other than commercial products; or

(B) Commercial products that --

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request, via the Contracting Officer, a waiver of the requirement to use a U.S.-flag vessel, or identification of any available U.S.-flag vessels, if the Contractor or a subcontractor sufficiently explains that --

(1) U.S.-flag vessels are not available at a fair and reasonable rate for commercial vessels of the United States; or

(2) U.S.-flag vessels are otherwise not available.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, however, if a DoD waiver is not approved prior to shipper's sailing date, this will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of current, diligent efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of quotes will suffice for this purpose. Copies of telephone notes, emails, and other relevant communications will otherwise be considered for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the carrier.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had received a prior-approved waiver for U.S.-flag vessels for all foreign-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of DoD. The Contractor shall describe these shipments in the following format:

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**Part 12 Clauses (CONTINUED)**

*	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) If the Contractor indicated in response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of this clause.

(i) Subcontracts. In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial products, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

**G01 ADDITIONAL WIDE AREA WORKFLOW (WAWF) INFORMATION (AUG 2017)**

**H15 TRANSPORTER PROOF OF DELIVERY (TPD) (JAN 2021)**

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR**

As prescribed in [52.107\(b\)](#), insert the following clause:

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/?q=browsefar>

DFARS: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

(End of clause)

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020) FAR**

As prescribed in [52.107\(f\)](#), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

**52.202-1 DEFINITIONS (JUN 2020) FAR**

**52.203-3 GRATUITIES (APR 1984) FAR**

**52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) FAR**

**52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) FAR**

**52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) FAR**

**52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) FAR**

As prescribed in [4.2105\(a\)](#), insert the following provision:

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**Part 12 Clauses (CONTINUED)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services --Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services . The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision-

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to --

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to --

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) *Representations.* The Offeror represents that --

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that --

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment --

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services --

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment --

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services --

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained:

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**Part 12 Clauses (CONTINUED)**

Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or  
 (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.  
 (End of provision)

**52.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (JUN 2023) DFARS**

**52.211-16 VARIATION IN QUANTITY (APR 1984) FAR**

As prescribed in 11.703(a), insert the following clause:

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

   Percent increase

   Percent decrease

This increase or decrease shall apply to ANTIMONY METAL INGOTS\*  
 (End of clause)

**52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR**

**52.227-1 AUTHORIZATION AND CONSENT (JUN 2020) FAR**

**52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) FAR**

**52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) FAR**

**52.232-1 PAYMENTS (APR 1984) FAR**

**52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR**

**52.232-11 EXTRAS (APR 1984) FAR**

**52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR**

**52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) FAR**

**52.233-1 DISPUTES (MAY 2014) FAR**

**52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR**

**52.242-15 STOP-WORK ORDER (AUG 1989) FAR**

**52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR**

**52.243-1 CHANGES - FIXED PRICE (AUG 1987) FAR**

**52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996) FAR**

**52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR**

**52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR**

**52.246-24 LIMITATION OF LIABILITY - HIGH - VALUE ITEM (FEB 1997) FAR**

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**Part 12 Clauses (CONTINUED)**

**252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS**

**252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022) DFARS**

**252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019) DFARS**

**252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016) DFARS**

**252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS**

**252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023) DFARS**

As prescribed in [211.274-5\(a\)](#), use the following clause:

(a) *Definitions.* As used in this clause -

*Automatic identification device* means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

*Concatenated unique item identifier* means -

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

*Data matrix* means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

*Data qualifier* means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

*DoD recognized unique identification equivalent* means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

*DoD item unique identification* means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

*Enterprise* means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

*Enterprise identifier* means a code that is uniquely assigned to an enterprise by an issuing agency.

*Government's unit acquisition cost* means -

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

*Issuing agency* means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

*Issuing agency code* means a code that designates the registration (or controlling) authority for the enterprise identifier.

*Item* means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

*Lot or batch number* means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

*Machine-readable* means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

*Original part number* means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

*Parent item* means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

*Serial number within the enterprise identifier* means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

*Serial number within the part, lot, or batch number* means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

*Serialization within the enterprise identifier* means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

*Serialization within the part, lot, or batch number* means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

*Type designation* means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to

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**Part 12 Clauses (CONTINUED)**

provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.  
*Unique item identifier* means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

*Unique item identifier type* means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) *Unique item identifier.*

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items

Contract Line, Subline, or Exhibit Line Item Number	Item Description

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number	Item Description

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number .

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number .

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that -

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) *Unique item identifier.*

(i) The Contractor shall -

(A) Determine whether to -

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code -

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**Part 12 Clauses (CONTINUED)**

- (A) Shall not be placed on the item; and  
 (B) Shall be derived from the data qualifier for the enterprise identifier.  
 (d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:
- (1) Unique item identifier.
  - (2) Unique item identifier type.
  - (3) Issuing agency code (if concatenated unique item identifier is used).
  - (4) Enterprise identifier (if concatenated unique item identifier is used).
  - (5) Original part number (if there is serialization within the original part number).
  - (6) Lot or batch number (if there is serialization within the lot or batch number).
  - (7) Current part number (optional and only if not the same as the original part number).
  - (8) Current part number effective date (optional and only if current part number is used).
  - (9) Serial number (if concatenated unique item identifier is used).
  - (10) Government's unit acquisition cost.
  - (11) Unit of measure.
  - (12) Type designation of the item as specified in the contract schedule, if any.
  - (13) Whether the item is an item of Special Tooling or Special Test Equipment.
  - (14) Whether the item is covered by a warranty.
- (e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
  - (2) Unique item identifier of the embedded subassembly, component, or part.
  - (3) Unique item identifier type.\*\*
  - (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
  - (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
  - (6) Original part number (if there is serialization within the original part number).\*\*
  - (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
  - (8) Current part number (optional and only if not the same as the original part number).\*\*
  - (9) Current part number effective date (optional and only if current part number is used).\*\*
  - (10) Serial number (if concatenated unique item identifier is used).\*\*
  - (11) Description.
- \*\* Once per item.
- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:
- (1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.
  - (2) Embedded items shall be reported by one of the following methods -
    - (i) Use of the embedded items capability in WAWF;
    - (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or rmtats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
    - (iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) , Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.
  - (g) *Subcontracts*. If the Contractor acquires by subcontract any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this [paragraph \(g\)](#), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

**252.217-7027 CONTRACT DEFINITIZATION (DEC 2012) DFARS**

- (a) A *(insert specific type of contract action)* is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a *(insert type of proposal; e.g., fixed-price or cost-and-fee)* proposal and certified cost or pricing data supporting its proposal.
- (b) The schedule for definitizing this contract action is as follows: *(insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and certified cost or pricing data)*:
- (c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within an extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

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**Part 12 Clauses (CONTINUED)**

- (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by
  - (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
  - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
  - (iii) Any other clauses, terms, and conditions mutually agreed upon.
- (2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.
- (d) The definitive contract resulting from this undefinitized contract action will include a negotiated *(insert "cost/price ceiling" or "firm-fixed price")* in no event to exceed *(insert the not-to-exceed amount)*.  
(End of clause)

**252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS - BASIC (SEP 2014) DFARS**

**252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023) DFARS**

**252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS**

**252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (MAY 2024) DFARS**

**252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023) DFARS**

**252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023) DFARS**

**252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018) DFARS**

**252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991) DFARS**

**252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS**

**252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2023) DFARS**

**Attachments**

**List of Attachments**

Description	File Name
ATTACH_Contractor_signed_page	SF1449 SP8000-25-D-0007 Antimony IDIQ Contractor signed page.pdf

**Certification**

I, Gary C. Evans, certify that:

1. I have reviewed this quarterly report on Form 10-Q of United States Antimony Corporation for the quarter ended September 30, 2025;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 12, 2025

/s/ Gary C. Evans

Gary C. Evans

Chairman of the Board and CEO

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**Certification**

I, Richard R. Isaak, certify that:

1. I have reviewed this quarterly report on Form 10-Q of United States Antimony Corporation for the quarter ended September 30, 2025;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 12, 2025

/s/ Richard R. Isaak

Richard R. Isaak

SVP and Chief Financial Officer

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## CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350

## AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of United States Antimony Corporation (the "Company") on Form 10-Q for the quarter ended September 30, 2025, as filed with the Securities and Exchange Commission (the "Report"), Gary C. Evans, Chairman of the Board and Chief Executive Officer of the Company and Richard R. Isaak, SVP and Chief Financial Officer of the Company, each certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Gary C. Evans

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Gary C. Evans  
Chairman of the Board and CEO

Date: November 12, 2025

/s/ Richard R. Isaak

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Richard R. Isaak  
SVP and Chief Financial Officer

Date: November 12, 2025

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## MINE SAFETY DISCLOSURE

Pursuant to Section 1503(a) of the recently enacted Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), issuers that are operators, or that have a subsidiary that is an operator, of a coal or other mine in the United States are required to disclose in their periodic reports filed with the SEC information regarding specified health and safety violations, orders and citations, issued under the Federal Mine Safety and Health Act of 1977 (the "Mine Act") by the Mine Safety and Health Administration (the "MSHA"), as well as related assessments and legal actions, and mining-related fatalities.

The following table provides information for the nine months ended September 30, 2025:

Mine	§104 Significant and Substantial Citations (1)	§104(b) Orders (2)	§104(d) Citations and Orders (3)	§110(b)(2) Violations (4)	§107(a) Orders (5)	Proposed Assessments from MSHA (In dollars \$)	Mining Related Fatalities	§104(e) Notice (yes/no) (6)	Pending Legal Action before Federal Mine Safety and Health Review Commission (yes/no)
Bear River Zeolite	1	0	0	0	0	\$4,827	0	No	No

- (1) The total number of violations received from MSHA under §104 of the Mine Act, which includes citations for health or safety standards that could significantly and substantially contribute to a serious injury if left unabated.
- (2) The total number of orders issued by MSHA under §104(b) of the Mine Act, which represents a failure to abate a citation under §104(a) within the period of time prescribed by MSHA.
- (3) The total number of citations and orders issued by MSHA under §104(d) of the Mine Act for unwarrantable failure to comply with mandatory health or safety standards.
- (4) The total number of flagrant violations issued by MSHA under §110(b)(2) of the Mine Act.
- (5) The total number of orders issued by MSHA under §107(a) of the Mine Act for situations in which MSHA determined an imminent danger existed.
- (6) A written notice from the MSHA regarding a pattern of violations, or a potential to have such pattern under §104(e) of the Mine Act.

