

TREK CONNECT - PURCHASE ORDER TERMS AND CONDITIONS

1. **AGREEMENT AND ACCEPTANCE.** This Purchase Order constitutes the complete and final offer of Trek Connect ("Buyer") to the vendor identified on the face of this Purchase Order ("Seller") for the goods described on the face of this Purchase Order (the "Goods"). In accepting this order and/or making any deliveries hereunder, Seller agrees to these terms and conditions and also the terms and conditions noted on the face of this Purchase Order. This Purchase Order constitutes the entire agreement between the parties with respect to the Goods, and supersedes all previous offers and agreements, whether oral or written, including any quotation made by Seller. No addition to, or other modification of, this Purchase Order shall be binding on Buyer unless it is in writing and executed by a duly authorized representative of Buyer. In the event of a conflict between any of the terms contained on the face of this Purchase Order and these terms & conditions, the terms on the face of the Purchase Order shall control.
2. **FAR, DFAR, CFR, USC REGULATIONS AND CLAUSES.** The Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), Code of Federal Regulations (CFR), United States Code (USC), and Securities and Exchange Commission (SEC) rules, regulations and clauses referenced below in Paragraph 32 are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, during the performance of this Purchase Order contract. When a FAR clause uses a word or term that is defined in the FAR, the word or term shall have the same meaning as in the definition in FAR 2.101 in effect on the date of this Purchase Order unless (i) a different definition is expressly set forth in this Purchase Order; or (ii) the part, subpart, or section of the FAR where the clause is prescribed provides a different meaning; or (iii) the word or term is defined in FAR Part 31, for use in the cost principles and procedures. When a DFARS clause uses a word or term that is defined in the DFARS, the word or term shall have the same meaning as in the definition in DFARS 202.101 in effect on the date of this Purchase Order Contract unless (i) a different definition is expressly set forth in this Purchase Order; or (ii) the part, subpart, or section of the DFARS where the clause is prescribed provides a different meaning; or (iii) the word or term is defined in FAR Part 31, for use in the cost principles and procedures.
3. **PRICE.** The total price of the Goods shall be as stated on the face of this Purchase Order. If no price is stated, then the price of the goods shall be the last quoted price. Unless otherwise stated on the face of this Purchase Order all prices are net 60 days, F.O.B. Buyer, freight collect. No additional charges or assessments of any kind (including, without limitation, freight/shipping charges duties or taxes) will be allowed unless such charges are clearly disclosed to Buyer in advance of delivery and agreed to by Buyer in writing. Seller agrees that the prices, discounts, and allowances on the Goods are no less favorable than those currently extended to any other customer of Seller for the same or similar articles in equal or lower quantities.
4. **GRACE AND DISCOUNT PERIODS.** Payment grace periods and cash discount periods shall be calculated from the date of Buyer's receipt of acceptable Goods, together with complete and accurate invoices and all supporting documentation, not from the date on which the Goods are shipped.
5. **GENERAL REQUIREMENTS.** Unless otherwise noted on the face of this Purchase Order, all Goods must be manufactured to the specifications supplied by Buyer or to the applicable industry, mil-spec or similar military standards and must strictly conform to all applicable material, dimensional, and performance requirements. Each lot must meet or exceed an AQL = 4.0 per ANSI/ASQC Z1.4 (c=0).
6. **WARRANTIES.** Without limiting any warranties implied by law with respect to the Goods, Seller expressly warrants that the Goods are: (a) new and unused; (b) free and clear of all liens and encumbrances; (c) of merchantable quality; (d) free from defects in design (unless designed by Buyer), materials and workmanship; (e) in strict conformance with all applicable specifications, instructions, drawings, and samples (including performance specifications); and (f) fit for Buyer's intended purpose to the extent communicated to Seller. Seller further warrants that it has good and marketable title to the Goods, and that the Goods have been manufactured and delivered in compliance with all applicable laws. All warranties shall inure to the benefit of Buyer, its customers, and any subsequent owners or users of the Goods. No disclaimer of warranty, limitation of warranty, or liability or exclusion of damages for breach of warranty appearing in any invoice or other form used by Seller shall have any effect on the warranties contained in this Purchase Order. Buyer's approval of any designs or drawings furnished by Seller shall not relieve Seller of its warranty obligations, and Seller's warranties shall survive any inspection or acceptance of the Goods by Buyer.
7. **DELIVERY.** Buyer's production schedules are predicated upon the delivery of the Goods to Buyer at the delivery time specified on the face of this Purchase Order, and therefore time is of the essence under this Purchase Order. If deliveries are not made by the time specified, then, in addition to any other rights it may have at law or in equity, Buyer may refuse to accept such late deliveries, and may purchase similar goods elsewhere and hold Seller liable for any resulting loss. If deliveries are made more than three (3) business days in advance of the time specified, Buyer may return the Goods to Seller, at Seller's cost, or may store such Goods at Seller's cost until the specified time for delivery.
8. **OVERSHIPMENTS.** Overshipments of more than ten percent (10%) of the specified quantity of Goods shall not be accepted by Buyer. In the event of an overshipment, Buyer will either, at Seller's option, return the excess amount to Seller at Seller's cost and expense, or keep the excess amount with an appropriate adjustment to the invoice price not to exceed ten percent (10%) of the cost of the Goods in the correct amount ordered.
9. **INSPECTION AND REJECTION.** All Goods received by Buyer shall be subject to the right of inspection and rejection of Buyer and Buyer's re-sale customers (if applicable) within a reasonable time after delivery of the Goods to their ultimate destination. Any payment by Buyer to Seller pursuant to this Purchase Order, whether in response to an invoice or otherwise, shall not constitute acceptance of the Goods, and shall be without prejudice to any claims of Buyer against Seller.
10. **CERTAIN REMEDIES FOR DEFECTIVE GOODS.** In addition to any other remedies which Buyer may have under this Purchase Order or otherwise, Buyer may require Seller to repair or remove and replace any defective Goods rejected by Buyer. Seller shall be liable for a proportionate share of the inbound freight costs, all outbound freight costs, and a reasonable handling and storage charge in connection with any defective Goods. Seller shall not supply replacements for rejected Goods unless so directed by Buyer.
11. **CERTAIN REMEDIES FOR DISQUALIFIED GOODS.** For Goods described on the face of this Purchase Order which are qualified product controlled by any U.S. Government, QPL or NAVSEA specifications and or Approval Status by the same: if those Goods fail to meet those applicable U.S. Government, QPL, TACOM, or NAVSEA specifications or in the event that Seller's QPL, or Approved Status is revoked, suspended, or otherwise becomes invalid, Seller shall allow Buyer to return Buyer's remaining inventory of affected products for full credit (determined by the price originally paid) and Seller shall allow Buyer to cancel any remaining open quantity of affected products without penalty.
12. **PRODUCT RECALL.** Buyer shall notify Seller if a product recall or product safety notice is required for Goods described on the face of this Purchase Order.
13. **COUNTERFEIT PARTS.** Seller agrees and shall ensure that counterfeit Goods are not delivered to Buyer. Seller's counterfeit prevention process shall meet the requirements of SAE AS5553. Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware or suspects that it has furnished counterfeit Goods. If suspect/counterfeit Goods are furnished under this order or are found in any of the Goods delivered hereunder, such items will be impounded by Buyer. Seller shall be required to disclose the source of the suspect/ counterfeit Goods to the Buyer. Upon request of Buyer, Seller shall immediately provide documentation that authenticates traceability of the affected Goods to the applicable OEM. Seller shall promptly replace such suspect/counterfeit Goods with Goods acceptable to Buyer and Seller shall be liable for all costs, including but not limited to Buyer's internal and external costs, relating to the removal and replacement of said Goods, and subsequent testing of said Goods. Buyer reserves all contractual rights and remedies to address grievances and detrimental impacts caused by suspect/counterfeit Goods. All occurrences of Suspect Counterfeit and/or Counterfeit Goods will be reported to ERAI and/or GIDEP by Seller or Buyer.
14. **MALPRACTICE OR FRAUD & FALSIFICATION.** Acts of malpractice or fraud & falsification will result in purchase order contractual action and will also be subject to federal criminal prosecution for violations of law under Title 18 of the U.S. Code, Chapter 47, Section 1001.
15. **QUALITY MANAGEMENT SYSTEM (QMS).** Seller shall maintain an effective QMS that ensures product and process integrity. The QMS shall ensure personnel are: (1) competent and have met applicable qualification requirements for their responsibilities; (2) aware of their contribution to the conformity of the products being delivered to customers; (3) aware of the need to maintain a continuous program of product safety and their contribution towards product safety; and (4) aware of the importance of ethical business relationships and behavior, as they pertain to providing products to customers.
16. **INDEMNIFICATION.** Seller shall indemnify, hold harmless, and defend Buyer and its directors, officers, employees, agents, customers, and affiliates from any and all costs, claims, suits, liabilities, damages, and expenses of any kind whatsoever (including, but not limited to, court costs and reasonable attorneys' fees), arising out of or in connection with: (a) any breach or alleged breach of any representation, warranty, covenant, or agreement made by Seller pursuant to this Purchase Order; (b) any claim of unfair competition or infringement of any patent, copyright, trademark, tradename, or other intellectual property or contract right arising out of the manufacture, sale, use, or distribution of the Goods; (c) any claim of death or bodily injury to persons, or damage to property, caused or alleged to have been caused by the Goods; (d) any delay in the delivery of the Goods; and (e) any act or omission of willful misconduct, recklessness, or negligence of Seller or any agent or representative of Seller. Buyer may offset any amounts owed to it by Seller in connection with this indemnification provision or otherwise against any amounts it may owe Buyer in connection with this Purchase Order or otherwise.
17. **PACKING AND SHIPPING MATERIALS.** Unless otherwise specified on the face of this Purchase Order, prices shall include all charges for packing, palletizing and labeling the Goods. The Goods shall be packed by Seller in suitable containers for protection in shipment and storage. Shipment shall be packed for shipment to minimize Buyer's freight costs.
18. **CARTON LABELING.** Unless otherwise specified on the face of this purchase order, the outside of each carton must be clearly labeled with the following: (a) Buyer's Purchase Order number (as set forth on the face of this Purchase Order); (b) Buyer's item number (as set forth on the face of this Purchase Order) for the Goods contained in the carton; (c) the quantity of pieces contained in the carton; (d) the manufacturer's lot number for the Goods contained in the Carton; and (e) the country of origin of the Goods contained in the carton; (f) Buyer's ship to - name and address; (g) item description; and (h) carton number (ex.: "1 of 3"). *Items (a) - (c) shall also be bar-coded using the Code 39 format.*
19. **PACKING DOCUMENTATION.** An itemized packing list shall accompany each shipment of the Goods. This packing list shall contain the following: (a) Buyer's Purchase Order number (as set forth on the face of this Purchase Order); (b) Buyer's item number (as set forth on the face of this Purchase Order) for the Goods in the shipment; (c) the quantity of pieces (broken down by line item) in the shipment; (d) the manufacturer's lot number and quantities for each lot of the Goods in the shipment; (e) the country of origin of the Goods (broken down by line item) in the shipment; (f) Buyer ship to - name and address; (g) Item Description; and (h) total weight of the shipment.
20. **SHIPPING DOCUMENTATION.** The number of this Purchase Order shall appear on each invoice, bill of lading, waybill, and freight bill relating to the Goods. Seller shall promptly notify Buyer as to the date of each shipment made under this Purchase Order, and shall forward to Buyer, with the invoice, the express receipt or bill of lading, signed by the carrier, evidencing that the shipment was made or carrier tracking number or Pro number.
21. **CERTIFICATION DOCUMENTATION.** Each lot of Goods must be accompanied by a Certificate of Compliance or similar documentation evidencing that the lot meets all applicable material and performance certifications. Distributors must also include Certificate of Compliance from the Original Equipment Manufacturer (OEM) as evidence of conformity and supply chain traceability.
22. **CERTAIN REMEDIES FOR INCORRECT PACKING, LABELING, OR DOCUMENTATION.** In addition to any other remedies which Buyer may have under this Purchase Order or otherwise, in the event that Seller fails to comply with any of the packing, labeling, or documentation requirements of this Purchase Order, Buyer may, but shall not be required to, re-pack, re-label, and/or re-document the non-compliant items in order to satisfy the requirements of this Purchase Order. In such an event, Seller shall be responsible for reimbursing Buyer's actual expenses, as well as Buyer's labor costs at a rate of \$30 per hour. Any amounts owed Buyer by Seller under this section may be offset against any amounts owed Seller by Buyer under this Purchase Order or otherwise.
23. **CHANGES.** Buyer shall have the right to make, from time to time upon notice to Seller, changes to its packing and testing requirements, specifications, designs, and delivery schedules and destinations. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes, and an equitable adjustment in the prices or other terms of this Purchase Order shall then be agreed upon by the parties in a written amendment to this Purchase Order. Seller shall notify Buyer of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain the Buyer's approval.
24. **INSURANCE.** Seller shall maintain liability and property damage insurance adequate to cover its obligations under this Purchase Order, and shall maintain proper workmen's compensation coverage on all employees engaged in the performance of its obligations under this Purchase Order.
25. **RISK OF LOSS.** All risk of damage to, or loss of, the Goods from any cause whatsoever shall remain with Seller until the Goods are delivered to Buyer at the delivery point specified on the face of this Purchase Order.
26. **PUBLICITY AND USE OF NAMES.** Seller shall not, without Buyer's prior written consent: (a) publicly announce this Purchase Order or the existence of the business relationship between Seller and Buyer created thereby; (b) use Buyer's name, trademarks, trade names, or logos; or (c) use Buyer as a reference, quote the opinion of any of Buyer's employees or agents, or otherwise publicly disclose that it is supplying goods for Buyer's benefit.

27. **CONFIDENTIALITY.** Any drawings, data, designs, specifications, or other processing and technical information (collectively, the "Information") supplied by Buyer to Seller shall remain Buyer's property and be kept confidential by Seller. The Information shall only be used by Seller to the extent necessary to manufacture the Goods, and shall not be disclosed to third parties without Buyer's express written consent. Upon completion by Seller of its obligations under this Purchase Order, Seller shall, at Buyer's option, either return or destroy the Information.
28. **CANCELLATION.** Buyer may cancel any outstanding portion of this Purchase Order without penalty in the event any of the Goods are defective or Seller otherwise fails to comply with any of the terms and conditions of this Purchase Order. Buyer may also cancel any outstanding portion of this Purchase Order in the event Seller becomes insolvent, is subject to a bankruptcy proceeding, makes an assignment for the benefit of creditors, or ceases or suspends its normal business operations. Any cancellation by Buyer shall be without prejudice to any other rights which Buyer may have against Seller under this Purchase Order or otherwise.
29. **ASSIGNMENT.** Seller shall not assign any of its rights, or delegate any of its duties, under this Purchase Order without the prior written consent of Buyer, and any attempt to do so shall be void.
30. **REMEDIES AND WAIVER.** All rights and remedies of Buyer under this Purchase Order shall be cumulative and in addition to any other rights and remedies available to Buyer under any other valid agreement with Seller or any applicable law. No waiver of any breach of the provisions of this Purchase Order shall be deemed a waiver of any other or further breach.
31. **SEVERABILITY.** If any provision of this Purchase Order shall be found invalid, illegal, or unenforceable to any extent, the remainder of this Purchase Order and its application shall not be affected, and shall remain enforceable to the fullest extent permitted by law.
32. **GOVERNING LAW AND VENUE.** This Purchase Order shall be construed in accordance with, and governed by, the internal laws of the State of New Jersey without regard to that state's choice of law principles. Any action brought in connection with this Purchase Order or the Goods shall be brought only in the federal or state courts located in Burlington County, New Jersey. Seller irrevocably submits to the personal jurisdiction of such courts, and waives any objection it may have concerning the venue or convenience of such forums.
33. **FAR, DFAR, CFR, USC, SEC RULES, REGULATIONS AND CLAUSES INCORPORATED BY REFERENCE:**

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| SELLER shall comply with all applicable United States export control laws and regulations, including, but not limited to, the requirements of: | | | Applies to Solicitations and/or Contracts Valued at: |
| USC | 22 USC 2751-2794 | ARMS EXPORT CONTROL ACT | ALL |
| CFR | 22 CFR 120-130 | INTERNATIONAL TRAFFIC IN ARMS REGULATION (ITAR) | ALL |
| USC | 50 USC APP. 2401-2420 | EXPORT REGULATION | ALL |
| CFR | 15 CFR 730-774 | EXPORT ADMINISTRATION REGULATIONS (EAR) | ALL |
| SELLER shall obtain all required export licenses or agreements necessary to perform Seller's Work, as applicable. | | | ALL |
| The following clause of the Code of Federal Regulations (CFR) is incorporated herein by reference, with the same force and effect as if it were given in full text, and is applicable to this Contract: | | | Applies to Solicitations and/or Contracts Valued at: |
| CFR | 22 CFR 130 | CERTIFICATION REGARDING POLITICAL CONTRIBUTIONS, FEES, AND COMMISSIONS PAID IN CONNECTION WITH SALES SUBJECT TO THE PROVISIONS OF THE ARMS EXPORT CONTROL ACT. | ALL |
| The following Securities and Exchange Commission Rule is incorporated herein by reference, with the same force and effect as if it were given in full text, and is applicable to this Contract: | | | Applies to Solicitations and/or Contracts Valued at: |
| SEC | 2012-163 | DISCLOSING THE USE OF CONFLICT MINERALS | ALL |
| The following clauses of the Federal Acquisition Regulation (FAR) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable to this Contract, as noted: | | | Applies to Solicitations and/or Contracts Valued at: |
| FAR | 52.202-1 | DEFINITIONS (JUN 2020) | ALL |
| FAR | 52.203-2 | CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) | ALL |
| FAR | 52.203-3 | GRATUITIES (APR 1984) | ALL |
| FAR | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) | over \$250,000 |
| FAR | 52.203-7 | ANTI-KICKBACK PROCEDURES (JUN 2020) | over \$150,000 |
| FAR | 52.203-11 | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007) | over \$150,000 |
| FAR | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) | over \$150,000 |
| FAR | 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021) | >\$6,000,000 |
| FAR | 52.203-14 | DISPLAY OF HOTLINE POSTER(S) (NOV 2021) | over \$6,000,000 |
| FAR | 52.203-16 | PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020) | over \$250,000 |
| FAR | 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023) | ALL |
| FAR | 52.204-2 | SECURITY REQUIREMENTS (MAR 2021) | ALL |
| FAR | 52.204-3 | TAXPAYER IDENTIFICATION (OCT 1998) | ALL |
| FAR | 52.204-8 | ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023) | ALL |
| FAR | 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) | ALL |
| FAR | 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) | \$30,000 or more |
| FAR | 52.204-21 | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) | ALL |
| FAR | 52.204-23 | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEC 2023) | ALL |
| FAR | 52.204-25 | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) | ALL |
| FAR | 52.204-26 | COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES - REPRESENTATION (OCT 2020) | ALL |
| FAR | 52.204-27 | PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023) | ALL |
| FAR | 52.204-30 | FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS - PROHIBITION (DEC 2023) | ALL |
| FAR | 52.209-2 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (NOV 2015) | ALL |
| FAR | 52.209-5 | CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010) | over \$150,000 |
| FAR | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021) | over \$35,000 |
| FAR | 52.211-5 | MATERIAL REQUIREMENTS (AUG 2000) | ALL |
| FAR | 52.215-2 | AUDIT AND RECORDS - NEGOTIATION (JUN 2020) | \$150,000 or less |
| FAR | 52.215-10 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) | ALL |
| FAR | 52.215-11 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (JUN 2020) | ALL |
| FAR | 52.215-12 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) | ALL |
| FAR | 52.215-13 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (JUN 2020) | ALL |
| FAR | 52.215-14 | INTEGRITY OF UNIT PRICES NOV 2021) | ALL |
| FAR | 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) | ALL |
| FAR | 52.215-18 | REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) | ALL |
| FAR | 52.215-19 | NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) | ALL |

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| FAR | 52.215-20 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (NOV 2021) | ALL |
| FAR | 52.215-21 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (NOV 2021) | ALL |
| FAR | 52.215-23 | LIMITATIONS ON PASS-THROUGH CHARGES (JUN 2020) | ALL |
| FAR | 52.219-1 | SMALL BUSINESS PROGRAM REPRESENTATIONS (SEP 2023) | ALL |
| FAR | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS (SEP 2023) | over \$250,000 |
| FAR | 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2023) | over \$250,000 |
| FAR | 52.219-16 | LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (SEP 2021) | ALL |
| FAR | 52.222-3 | CONVICT LABOR (JUN 2003) | ALL |
| FAR | 52.222-4 | CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION (MAY 2018) | \$150,000 or less |
| FAR | 52.222-5 | CONSTRUCTION WAGE RATE REQUIREMENTS – SECONDARY SITE OF THE WORK (MAY 2014) | over \$2,000 |
| FAR | 52.222-20 | CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (JUN 2020) | ALL |
| FAR | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES (APR 2015) | ALL |
| FAR | 52.222-22 | PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) | ALL |
| FAR | 52.222-25 | AFFIRMATIVE ACTION COMPLIANCE (APR 1984) | ALL |
| FAR | 52.222-26 | EQUAL OPPORTUNITY (SEPT 2016) | ALL |
| FAR | 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) | \$150,000 or more |
| FAR | 52.222-36 | EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) | over \$15,000 |
| FAR | 52.222-37 | EMPLOYMENT REPORTS ON VETERANS (JUN 2020) | ALL |
| FAR | 52.222-40 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) | ALL |
| FAR | 52.222-41 | SERVICE CONTRACT LABOR STANDARDS (AUG 2018) | ALL |
| FAR | 52.222-50 | COMBATING TRAFFICKING IN PERSONS (NOV 2021) | ALL |
| FAR | 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022) | over \$150,000 |
| FAR | 52.223-3 | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021) | ALL |
| FAR | 52.223-7 | NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) | ALL |
| FAR | 52.223-11 | OZONE-DEPLETING SUBSTANCES (JUN 2016) | ALL |
| FAR | 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020) | ALL |
| FAR | 52.224-2 | PRIVACY ACT (APR 1984) | ALL |
| FAR | 52.225-1 | BUY AMERICAN–SUPPLIES (OCT 2022) | ALL |
| FAR | 52.225-5 | TRADE AGREEMENTS (NOV 2023) | over \$183,000 |
| FAR | 52.225-8 | DUTY-FREE ENTRY (OCT 2010) | ALL |
| FAR | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021) | ALL |
| FAR | 52.225-20 | PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009) | ALL |
| FAR | 52.225-25 | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATION (JUN 2020) | ALL |
| FAR | 52.227-1 | AUTHORIZATION AND CONSENT (JUN 2020) | ALL |
| FAR | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) | ALL |
| FAR | 52.227-9 | REFUND OF ROYALTIES (APR 1984) | ALL |
| FAR | 52.227-10 | FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER (DEC 2007) | ALL |
| FAR | 52.227-11 | PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014) | ALL |
| FAR | 52.227-13 | PATENT RIGHTS-OWNERSHIP BY THE GOVERNMENT (DEC 2007) | ALL |
| FAR | 52.227-14 | RIGHTS IN DATA - GENERAL (MAY 2014) | ALL |
| FAR | 52.228-3 | WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014) | ALL |
| FAR | 52.228-4 | WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984) | ALL |
| FAR | 52.228-5 | INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997) | ALL |
| FAR | 52.230-6 | ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010) | ALL |
| FAR | 52.233-3 | PROTEST AFTER AWARD (AUG 1996) | ALL |
| FAR | 52.234-1 | INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (SEPT 2016) | ALL |
| FAR | 52.236-13 | ACCIDENT PREVENTION (NOV 1991) | ALL |
| FAR | 52.242-13 | BANKRUPTCY (JUL 1995) | ALL |
| FAR | 52.242-15 | STOP-WORK ORDER (AUG 1989) | ALL |
| FAR | 52.243-1 | CHANGES - FIXED PRICE (AUG 1987) | ALL |
| FAR | 52.243-6 | CHANGE ORDER ACCOUNTING (APR 1984) | ALL |
| FAR | 52.244-5 | COMPETITION IN SUBCONTRACTING (DEC 1996) | ALL |
| FAR | 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2023) | ALL |
| FAR | 52.245-1 | GOVERNMENT PROPERTY (SEPT 2021) | ALL |
| FAR | 52.246-2 | INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996) | over \$250,000 |
| FAR | 52.246-4 | INSPECTION OF SERVICES - FIXED PRICE (AUG 1996) | over \$250,000 |
| FAR | 52.247-63 | PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) | ALL |
| FAR | 52.247-64 | PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (NOV 2021) | ALL |
| FAR | 52.248-1 | VALUE ENGINEERING (JUN 2020) | over \$250,000 |
| FAR | 52.249-1 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) | \$250,000 or less |
| FAR | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) | over \$250,000 |
| FAR | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) | over \$250,000 |
| FAR | 52.249-14 | EXCUSABLE DELAYS (APR 1984) | ALL |
| The following clauses of the Defense Federal Acquisition Regulation Supplement (DFARS) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable to this Contract, as noted: | | | Applies to Solicitations and/or Contracts Valued at: |
| DFARS | 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (JAN 2023) | over \$250,000 |
| DFARS | 252.203-7004 | DISPLAY OF HOTLINE POSTERS (JAN 2023) | ALL |
| DFARS | 252.204-7000 | DISCLOSURE OF INFORMATION (OCT 2016) | ALL |
| DFARS | 252.204-7009 | LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (JAN 2023) | ALL |

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| DFARS | 252.204-7012 | SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (JAN 2023) | ALL |
| DFARS | 252.204-7018 | PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023) | ALL |
| DFARS | 252.204-7020 | NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023) | ALL |
| DFARS | 252.204-7021 | CYBERSECURITY MATURITY MODEL CERTIFICATION REQUIREMENTS (JAN 2023) | ALL |
| DFARS | 252.208-7000 | INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991) | over \$250,000 |
| DFARS | 252.211-7003 | ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023) | ALL |
| DFARS | 252.211-7007 | REPORTING OF GOVERNMENT-FURNISHED PROPERTY (MAR 2022) | ALL |
| DFARS | 252.216-7009 | ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH A WHISTLEBLOWER PROCEEDING (DEC 2022) | ALL |
| DFARS | 252.219-7003 | SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (DEC 2019) | ALL |
| DFARS | 252.222-7000 | RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000) | ALL |
| DFARS | 252.223-7001 | HAZARD WARNING LABELS (DEC 1991) | ALL |
| DFARS | 252.223-7006 | PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS (SEP 2014) | ALL |
| DFARS | 252.223-7008 | PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023) | ALL |
| DFARS | 252.225-7001 | BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (JAN 2023) | ALL |
| DFARS | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022) | ALL |
| DFARS | 252.225-7003 | REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION WITH OFFER (OCT 2020) | ALL |
| DFARS | 252.225-7004 | REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION AFTER AWARD (OCT 2020) | ALL |
| DFARS | 252.225-7007 | PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018) | ALL |
| DFARS | 252.225-7008 | RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013) | over \$250,000 |
| DFARS | 252.225-7009 | RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN 2023) | over \$250,000 |
| DFARS | 252.225-7013 | DUTY-FREE ENTRY (NOV 2023) | ALL |
| DFARS | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JAN 2023) | ALL |
| DFARS | 252.225-7021 | TRADE AGREEMENTS (OCT 2023) | ALL |
| DFARS | 252.225-7031 | SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005) | ALL |
| DFARS | 252.225-7032 | WAIVER OF UNITED KINGDOM LEVIES-EVALUATION OF OFFERS (APR 2003) | ALL |
| DFARS | 252.225-7033 | WAIVER OF UNITED KINGDOM LEVIES (APR 2003) | ALL |
| DFARS | 252.225-7043 | ANTI-TERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015) | ALL |
| DFARS | 252.225-7048 | EXPORT-CONTROLLED ITEMS (JUNE 2013) | ALL |
| DFARS | 252.225-7050 | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (DEC 2020) | ALL |
| DFARS | 252.225-7060 | PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (JUN 2023) | ALL |
| DFARS | 252.227-7013 | RIGHTS IN TECHNICAL DATA – OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023) | ALL |
| DFARS | 252.227-7014 | RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAR 2023) | ALL |
| DFARS | 252.227-7015 | TECHNICAL DATA – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023) | ALL |
| DFARS | 252.227-7016 | RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2023) | ALL |
| DFARS | 252.227-7019 | VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE JAN 2023) | ALL |
| DFARS | 252.227-7025 | LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JAN 2023) | ALL |
| DFARS | 252.227-7030 | TECHNICAL DATA – WITHHOLDING OF PAYMENT (MAR 2000) | ALL |
| DFARS | 252.227-7037 | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JAN 2023) | ALL |
| DFARS | 252.227-7038 | PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012) | ALL |
| DFARS | 252.228-7005 | MISHAP REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (NOV 2019) | ALL |
| DFARS | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES (DEC 1991) | ALL |
| DFARS | 252.237-7019 | TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (JAN 2023) | ALL |
| DFARS | 252.239-7010 | CLOUD COMPUTING SERVICES (JAN 2023) | ALL |
| DFARS | 252.242-7004 | MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (MAY 2011) | over \$250,000 |
| DFARS | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS (DEC 1991) | ALL |
| DFARS | 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2023) | ALL |
| DFARS | 252.246-7001 | WARRANTY OF DATA (MAR 2014) | ALL |
| DFARS | 252.246-7003 | NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2023) | ALL |
| DFARS | 252.246-7007 | CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (JAN 2023) | ALL |
| DFARS | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA (JAN 2023) | ALL |
| DFARS | 252.249-7002 | NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 2022) | ALL |