



## **Purchase Order Terms & Conditions for Standard-Blazar, LLC.**

SEWP# NNG15SD70B  
EIN: 32-0625475  
UEI: DZ9XM5UDFN29  
DUNS: 117288714  
CAGE: 8LFQ5

### **1. DEFINITIONS**

The following definitions apply unless otherwise specifically stated:

- “Buyer” – Standard-Blazar, LLC.
- “Purchasing Representative” – Buyer’s authorized representative.
- “Seller” – Person or organization named in the Order.
- “Order” –Purchase Order and this contractual instrument, including changes.
- “Customer” – Party contracting with Buyer.
- “Prime Contract” – Customer contract under which this Order may be issued.

### **2. Acceptance**

Acceptance of this Order is limited to the terms and conditions stated herein, and may be made by signature on the Purchase Order or partial or full performance hereunder. Any additions, deletions or differences in the terms proposed by the Seller are objected to and hereby rejected unless Buyer agrees in writing. This Order sets forth the entire understanding of the parties with respect to the subject matter and is intended as a complete and exclusive statement of the agreement between the parties. No waiver or modification of any provision of the Order shall arise or be valid unless made in writing and duly executed by the Buyer’s properly designated Purchasing Representative.

### **3. Confidential Information**

Seller agrees not to disclose or to make any use of data, designs, drawings, specifications, and other information furnished to it by the Buyer, except as required for the performance of this Order or required for the performance of any Government contract to which the Government has rights to the data, designs, drawings, specifications, and other relevant information. Seller further agrees that any required disclosure of such data, designs, drawings, specifications, and other information to others shall be made binding upon the recipient against use and further disclosure as set forth herein.

Seller agrees that such information, whether protected by copyright or trade secret, shall be protected through all reasonable means, including confidentiality, security measures, and prohibitions against use, disclosure, or copying other than for purposes of performance of this Order. The Seller will, at the least, use a standard of care consistent with the same level of effort it employs to avoid unauthorized use, disclosure, or



dissemination of its own proprietary matters.

The obligations of this paragraph do not apply to (i) information that was or is made available to the public without restriction by the Buyer or a third party; (ii) information that was previously known to the Seller independent of any disclosure by Buyer; or (iii) information that was or is independently developed by the Seller.

Upon completion or termination of this Order, Seller shall return to Buyer on demand, all data, designs, drawings, specifications, and other information disclosed to Seller by Buyer, including copies made by Seller.

Any knowledge or information which Seller has disclosed or may hereafter disclose to Buyer in connection with the purchase of the goods, deliverables or services covered by this Order shall not, unless otherwise specifically agreed to in writing by Buyer, be deemed to be confidential or proprietary information, and shall be acquired free from any restrictions (other than a claim for patent infringement) as part of the consideration for this Order.

#### **4. Invoices, Payment, and Taxes**

Invoices shall be emailed to [Accounting@sbllc.com](mailto:Accounting@sbllc.com) and reference the purchase order number. Invoices shall be Net 45 Days and paid within forty-five (45) days after confirmed receipt of a proper submitted invoice or acceptance of delivered items by the Buyer, whichever occurs later.

Invoices have been accepted only after written confirmation of receipt has been provided.

All orders must ship complete and partial invoices will NOT be accepted unless approved by the Buyer in writing.

Invoices may not be dated prior to the shipping date or start of Period of Performance.

Seller's price includes all sovereign, state and local sales, use, excise, value added, privilege, payroll, occupational and any other taxes, fees or duties applicable to the Goods and Services, if any. All taxes will be separately stated on the invoice, and to the extent the invoice includes both taxable and nontaxable amounts, any taxable amounts shall be separately stated on the invoice. Seller shall ensure that if any value-added or similar tax is applicable, that it is invoiced in accordance with the applicable rules so as to allow Buyer to reclaim that value-added or similar tax from the appropriate government authority.

To allow Buyer to reclaim that value-added or similar tax from the appropriate government authority. Neither party is responsible for taxes on the other party's income. If Buyer is required by government regulation to withhold taxes for which Seller is responsible, Buyer



will deduct such withholding tax from payment to Seller and provide to Seller a valid tax receipt in Seller's name. If Seller is exempt from such withholding taxes as a result of a tax treaty or other regime, Seller shall provide to Buyer a valid tax treaty residency certificate or other tax exemption certificate a minimum of 30 days prior to payment being due. allow Buyer to reclaim that value-added or similar tax from the appropriate government authority. Neither party is responsible for taxes on the other party's income. If Buyer is required by government regulation to withhold taxes for which Seller is responsible, Buyer will deduct such withholding tax from payment to Seller and provide to Seller a valid tax receipt in Seller's name. If Seller is exempt from such withholding taxes as a result of a tax treaty or other regime, Seller shall provide to Buyer a valid tax treaty residency certificate or other tax exemption certificate a minimum of 30 days prior to payment being due.

The Seller agrees to indemnify and hold the Buyer harmless for any claims by the Government for fines, penalties, or request for refunds because of billing irregularities of the Seller.

Buyer may require revised invoices due to shortages, late delivery, rejections, or other failure to comply with the requirements of this Order before payment. Any cash discounts will be taken from date of acceptance of delivered items, or date of acceptable invoice, whichever is later. Payment shall not constitute final acceptance. Buyer may levy fines and/or penalties imposed on Buyer related to Seller's misrepresentation and/or false certifications.

## **5. Public Releases**

Seller shall not disclose information concerning work under this Order to any third party. No news release, public announcement, or advertising material, regardless of media, pertaining to this Order or the relationship between the parties hereto in any manner whatsoever shall be issued by Seller without the prior review and written consent of the Buyer's Purchasing Representative.

## **6. Disputes**

Disputes under this Agreement shall be referred to each party's designated executive management for resolution within thirty (30) calendar days before either party may commence formal proceedings. When seeking to resolve a dispute, the parties' designated executive management shall consider the impact of the disputed matter, the effect of the dispute and Buyer's success as the Prime Contractor, the cost to both parties of resolving the dispute and the practical effects on the business of each party resulting from the resolution or failure to resolve any such dispute.

In the event the designated executives are unable to resolve a dispute within thirty (30)



calendar days of written notification or longer, if extended by the mutual agreement of both parties, either party may then submit the matter for formal proceedings as indicated below.

Any dispute (other than one concerning the allocability of costs by the U.S. Government) under this Agreement shall be settled by arbitration in the Commonwealth of Virginia in

The rights and obligations set forth in this Article shall survive completion and final payment under this Agreement.

### **7. Defense of Claims and Litigation**

In the event of any dispute or claim arising under the Prime Contract, or this Order implicating the Seller's performance or involving any matter arising therefrom, the Seller at its own cost shall cooperate in good faith, on a reasonable basis with the Buyer in connection with any such dispute or claim, including, without limitation, the conduct or defense of any litigation, arbitration or other dispute resolution procedure associated therewith. This duty of cooperation shall include, without limitation, making witnesses, documents and information available during discovery and/or litigation.

### **8. Insurance, Indemnification, and Liability**

Seller assumes the following risks: (1) all risks of loss of damage to all goods, deliverables, work in process, materials, and other things until the acceptance thereof as herein provided; (2) all risks of loss or damage to third persons and their property until the acceptance of all the goods or deliverables as herein provided; (3) all risks of loss or damage to any property received by Seller from or held by Seller or its supplier for the account of Buyer, until such property has been accepted by Buyer or its customer, as the case may be; and (4) all risks of loss or damage to any of the goods, deliverables or part thereof rejected by Buyer, from the time of shipment thereof to Seller until redelivery thereof to Buyer.

Seller shall indemnify, defend and hold Buyer and its customers harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory by reason of the buying, selling, or use of any of the goods, that result, in whole or in part, from Seller's (including its subcontractors, employees, agents, suppliers or representatives): (1) intentional misconduct, negligence, or fraud and (2) breach of any representation, warranty or covenant made herein.

Buyer shall promptly notify Seller of any claim against Buyer that is covered by this indemnification provision and shall authorize Seller to settle or defend any such claim or suit and to represent both parties in, or to take charge of, any litigation in connection therewith.



## **9. Insurance**

Seller shall maintain insurance in at least the following amounts:

- (a) Commercial General Liability with the following minimum limits and endorsements: \$1,000,000 Limit Per Occurrence, \$1,000,000 Personal and Advertising Injury, \$1,000,000 Products/Completed Operations, \$2,000,000 General Aggregate Limit, \$300,000 Fire Legal Liability, \$10,000 Medical Payments;
- (b) Automobile Insurance: \$1,000,000 combined single limit per accident for bodily injury and property damage. Auto Liability coverage must be provided on a hired and non-owned basis if there are no company owned or leased vehicles;
- (c) Standard Workmen's Compensation and Employer's Liability Insurance: in the minimum amount of \$500,000 or such greater amount as may be proper under applicable state or federal statutes. Buyer may request certificates of such insurance prior to commencement of work. Upon Seller's failure thereof, Buyer may obtain, at Seller's expense, the insurance coverage required for such compliance. Seller also agrees to provide insurance for all Buyer property in Seller's possession against loss or damage resulting from fire or theft, including extended coverage, malicious mischief and vandalism. Buyer shall be given at least thirty (30) days advance written notice where possible of cancellation of any such insurance.

## **10. Inspection and Testing**

Buyer shall have the right to inspect and test any of the goods, deliverables or work covered by this Order prior to shipment. All materials and work are subject to final inspection and approval by Buyer after delivery, notwithstanding prior payment. It is expressly agreed that payment will not constitute final acceptance.

Buyer, at its option, may either reject any material or work not in conformity with the requirements and terms of this Order, or rework the same at Seller's expense. Buyer, upon inspection, may reject the shipment if found to be nonconforming with this Order. Rejected material may be returned at Seller's risk and expense at the full invoice price plus applicable handling and transportation charges. No replacement of defective material or work shall be allowed unless specifically approved by Buyer.

Inspection or the waiver of inspection shall not relieve the Seller from full responsibility for furnishing goods, deliverables and work conforming to the requirements of this Order, nor prejudice any claim, right, or privilege the Buyer may have because of the use of defective or unsatisfactory goods, deliverables or work.

Seller activities will be monitored, and when deemed necessary, communicated to the organization.



## **11. Warranty**

All services to be provided by Seller will be in accordance with high professional standards and Seller will exert its best efforts to perform the services specified herein in accordance with the terms of this Agreement.

Seller represents and warrants: (1) that all goods and services delivered pursuant hereto will be new, unless otherwise specified, and free from defects in material and workmanship; (2) that all goods and services will conform to applicable specifications, drawings, and standards of quality and performance, and that all items will be free from defects in design and suitable for their intended purpose; (3) that the goods covered by this order are fit and safe for consumer use, if so intended. All representations and warranties of Seller together with its service warranties and guarantees, if any, shall run to Buyer and Buyer's customers. The foregoing warranties shall survive any delivery, inspection, acceptance, or payment by Buyer. Any additional and specific warranty requirements shall be covered by the Statement of Work.

ANY INFORMATION, MATERIALS, OR SERVICES FURNISHED BY BUYER PURSUANT TO THIS AGREEMENT ARE ON AN "AS IS" BASIS. OTHER THAN WARRANTIES EXPRESSLY PROVIDED IN ITS STANDARD EQUIPMENT AND/OR LICENSED PROGRAM AGREEMENTS WHICH MAY BE ENTERED INTO AS A RESULT OF THIS AGREEMENT, BUYER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE DOCUMENTATION, FUNCTION, OR PERFORMANCE OF SUCH INFORMATION, MATERIALS, OR SERVICES.

## **12. Suspect/Counterfeit Parts**

Seller represents and warrants that it has policies and procedures in place (or similar measures in the absence of such policies and procedures) to ensure that none of the supplies or materials furnished under this Order are "suspect/counterfeit parts" and certifies, to the best of its knowledge and belief, that no such parts have been or are being furnished to Buyer by Seller. "Suspect/counterfeit parts" are parts that may be of new manufacture, but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is actually the case. They also include refurbished parts, complete with false labeling, that are represented as new parts or any parts that are designated as suspect by the U.S. Government, such as parts listed in alerts published by the Defense Contract Management Agency under the Government-Industry Data Exchange Program (GIDEP). If Buyer reasonably determines that Seller has supplied suspect/counterfeit parts to Buyer, Buyer shall promptly notify Seller and Seller shall immediately replace the suspect/counterfeit parts with parts acceptable to Buyer. Notwithstanding any other provision contained herein, Seller shall be liable for



all costs incurred by Buyer to remove and replace the suspect/counterfeit parts (including without limitation, Buyer's external and internal costs of removing such counterfeit parts), of reinserting replacement parts and of any testing necessitated by the reinstallation of Seller's goods after counterfeit parts have been exchanged. Seller's warranty against suspect/counterfeit parts shall survive any termination or expiration of this Order.

### **13. Warranty of Authenticity**

Seller warrants that all products delivered under this Order are new and in their original packaging. No substitutions are to be supplied without the Buyer's prior written consent. Seller certifies that the products are genuine products authorized by the Manufacturer and are entitled to the full Manufacturer's warranty and service including any related software.

### **14. Changes**

Buyer may at any time make changes in shipping and packing instructions, quantities, drawings, designs, specifications, place of delivery, and/or delivery schedules of this Order, for which an appropriate adjustment to the terms of this Order shall be made. Seller agrees to continue performance of the Order in accordance with the changes unless the changes materially change the scope of work contemplated by this Order.

If any such change causes an increase or decrease in the cost of or the time required for performance of this Order, Seller shall notify the Buyer in writing within 10 days of the event that caused the change. Buyer and Seller will negotiate an adjustment in price or schedule reflecting the impact of such change. No such adjustment shall be binding upon Buyer unless approved by a representative of the Seller and an amendment to the Order is signed by both parties. Any claim by Seller for such an adjustment shall be deemed waived unless notice of a claim is made in writing within 10 days of the event that caused the change.

### **15. Stop Work Order**

Buyer may at any time by written notice to the Seller stop all or any part of the work called for by this Order. Upon receipt of such notice, the Seller shall take all reasonable steps to eliminate the incidence of cost during the period of work stoppage.

### **16. Packing, Marking, Shipping and Delivery**

Time is of the essence in making deliveries under this Order. Adequate scheduling of shipment of goods or deliverables shall be made by Seller, to insure that delivery dates included within this Order are met. If the delivery schedule is endangered for any reason other than Buyer's fault, Seller will, at its expense, ship by express or air shipment or by the most expeditious means available to satisfy the delivery schedule. Buyer has no liability for payment for Goods delivered to Buyer that are in excess of the specified



quantities or outside the required delivery dates. If at anytime Seller has reason to believe that deliveries will not be made as scheduled, Seller will immediately notify Buyer of the cause and duration of the anticipated delay.

All goods or deliverables, which includes reports, data, etc, must be packaged in accordance with good commercial practice in a manner sufficient to ensure arrival in an undamaged condition, and shipped at the most advantageous rate unless otherwise authorized in writing by the Buyer. Any expense in excess of the most advantageous rate will be charged to the Seller. Seller shall be responsible to Buyer for any and all damages incurred by Buyer, as a result of, or caused by, improper packing, packaging, handling, shipping or otherwise.

### **17. Termination**

Buyer reserves the right to terminate this Order in whole or in part at any time upon Buyer's written notification to Seller: For any reason at Buyer's convenience. Under this paragraph, Buyer's liability is limited: (i) to pay the prorated cost of the work completed for software or services; or (ii) to pay for the cost of the existing "finished goods" inventory for hardware. The payment for inventory shall not exceed an amount required to fulfill scheduled deliverables for the next thirty days following notice of termination. Buyer has no liability for inventory that is readily useable or resalable; or

- (a) For default by Seller: Buyer may by written notice of default to the Seller, terminate this Agreement in whole or in part at any time if the Seller fails to: (1) deliver the supplies or perform the services within the time specified in this Agreement, or any extension; (2) make progress, so as to endanger performance of the Agreement; or (3) perform any of the other provisions of this Agreement.
- (b) For Seller becoming subject to any proceeding under state or federal law for the relief of debtors or otherwise become insolvent, or bankrupt, or makes assignments for the benefit of creditors.

Buyer shall pay the Agreement price(s) for completed supplies delivered and accepted. The Seller and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of property. Failure to agree will be considered a dispute under the Disputes Article. Buyer may withhold from these amounts any sum Buyer determines to be necessary to protect Buyer against loss because of outstanding liens or claims of former lien holders.

If Buyer terminates this Agreement in whole or in part, it may acquire, under the terms and in the manner, Buyer considers appropriate, supplies or services equivalent to those terminated and the Seller shall be liable to Buyer for any excess costs for those supplies or services. However, unless otherwise instructed by Buyer, the Seller shall continue any work not terminated.





If this Agreement is terminated for default, Buyer may require the Seller to transfer title and deliver to Buyer, as directed by Buyer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials” in this Article) that the Seller has specifically produced or acquired from the terminated portion of this Agreement. Upon direction of Buyer, the Seller shall also protect and preserve property in its possession in which Buyer has an interest.

The rights and remedies of Buyer in this Article are in addition to any other rights and remedies provided by law or under this Agreement

#### **18. Patents, Copyright, Trademark, and Data Indemnity**

Seller agrees to indemnify and save harmless the Buyer, its officers, employees, agents, representatives, or any of its customers buying or using the goods or deliverables specified herein from any loss, damage, or injury arising out of a claim or suit at law or equity for actual or alleged misappropriation of trade secrets, or infringement of copyrights, trademarks or patents, by reason of the buying, selling, or using the goods or deliverables supplied under this Order, and will assume the defense of any and all suits and will pay all cost and expenses incidental thereto.

#### **19. Work on Buyer’s or Customer’s Premises**

If Seller’s work under this Order involves operations by Seller on the premises of the Buyer or its Customers, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work and, except to the extent that any such injury is due solely and directly to the Buyer’s or its customer’s negligence, shall indemnify Buyer against all claims demands, liability or loss which may result in any way from any act or omission of Seller, its agents, employees, or subcontractors and shall maintain such Public Liability, Property Damage and Employer’s Liability and Compensation Insurance as will protect Buyer from said risks and from any claims under any applicable Workmen’s Compensation and similar Acts.

#### **20. Force Majeure**

Neither Buyer nor Seller shall not be responsible for delays or failures in its performance resulting from acts or omissions beyond its reasonable control provided, however, that if Seller’s delays or failures are caused by the delay or failure of its subcontractor or supplier, such delay or failure must arise out of causes beyond the control of both Seller and its subcontractor or supplier.

#### **21. Assignment and Subcontracting**

Seller shall not assign or in any manner transfer its interests, or any part thereof, in this



Order. Seller agrees not to subcontract for any materials, supplies and/or services required by this Order without the prior written approval of Buyer.

## **22. Waiver**

The failure of either party to insist on performance of any provision of this Order shall not be construed as a waiver of that provision in any other instance.

## **23. Order of Precedence**

In the event of any ambiguity or inconsistency in this Order, unless otherwise provided herein, the inconsistency or ambiguity shall be resolved by giving precedence in the following order to the various documents making up this Order.

1. STANDARD-BLAZAR, LLC. Terms and Conditions
2. Federal Acquisition Regulations when applicable
3. The provisions of the Prime Contract when applicable
4. Any other applicable Terms and Conditions agreed to between Buyer and Seller

Supplier certifies that all documents and certifications incorporated by reference into this award are true, correct and accurate as of the date of execution.

## **24. Foreign Sources**

In the event that the Seller anticipates soliciting foreign source(s) for any work under this Order which may require access to any equipment/technical data which is controlled by either the Arms Export Control Act or the Export Administration Act of 1979 (as amended), the Seller shall notify Buyer fifteen (15) business days before either applying for an export license under ITAR (International Traffic in Arms Regulation), 22 CFR 121-128, or before solicitation of the foreign source(s), whichever shall occur first. This notification shall include detailed description of the data/equipment to be exported and a copy of the application for an export license, if such application has been made. This notification to Buyer shall not be construed as an application for an export license, nor shall it in any way be interpreted to impede the Seller's right to apply for an export license. However, if the Government agency to whom Seller submits such application disapproves the Seller's application, the Seller will so notify the Buyer.

## **25. Foreign Nationals**

For purposes of this clause, foreign nationals are all persons not citizens of, or immigrant aliens to, the United States. Nothing in this clause is intended to waive or modify any statutory requirement or any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export control. The Seller acknowledges that equipment/technical data generated or delivered in performance of this Order may be controlled by the International Traffic in Arms Regulation (ITAR) 22 CFR 121-128, and may require an export license before assigning



any foreign national to perform work under this Order or before granting access to foreign nationals to any equipment/technical data generated or delivered in performance of this Order (See 22 CFR 125.03 in this regard). The Seller agrees to notify Buyer fifteen (15) business days prior to assigning or granting access to a foreign national to any work, equipment or technical data generated or delivered in performance of this Order, which is controlled by either the Arms Export Control Act or the Export Administration Act of 1979, as amended. This notification will include the name and country of origin of the foreign national, the specific work, equipment or data to which the person will have access, and whether the foreign national is cleared to have access to technical data (Reference: Section 3 of DOD 5220.22-M, "Industrial Security Manual for Safeguarding Classified Information").

The Seller also agrees that, in addition to the procedures established by ITAR, the following legend shall be placed on all technical data generated or delivered in performance of this Subcontract which is controlled by either the Arms Export Control Act or the Export Administration Act of 1979, as amended:

**WARNING**

This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401, et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with the provisions of AFR 80-34.

The above requirements shall not be construed as an application for an export license nor shall they in any way be interpreted to impede the Seller's right to apply for an export license. However, if the Government agency to whom Seller submits such application disapproves the Seller's application, the Seller will so notify the Buyer.

**26. Federal and State Law Compliance**

Irrespective of the place of performance and/or delivery of goods, this Order shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The Seller agrees to comply with all applicable Federal, State, and Local laws, regulations, rules, and orders including, but not limited to, the provisions of Title VII, the Americans with Disabilities Act, the Age Discrimination in Employment Act, state equal employment opportunities laws, the Occupational Safety and Health Act and state safety laws, the Fair Labor Standards Act and state wage-hour laws, the Service Contract Act, federal and state affirmative action requirements (including any applicable Executive Orders), federal and state tax laws, and with the regulations and standards issued pursuant thereto.



Seller, in all matters relating to this Order, shall be acting as an independent contractor. Neither Seller nor any person furnishing materials or performing work or services required by this Order on behalf of Seller shall be employees of the Buyer within the meaning of, or the application of, any Federal or State. Unemployment Insurance Law, Social Security Law, any Workman's Compensation Law, Industrial Accident Law, or other Industrial or Labor Law. Seller, at its own expense, shall comply with such laws, and assume all obligations imposed by any one or more of such laws with respect to this Order.

Seller acknowledges and agrees that failure to comply with Federal, State, and Local laws is a material breach of this contract.

### **27. Equal Opportunity and Affirmative Action**

Seller shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

### **28. Communications**

Buyer shall be responsible for all liaisons and communications with Buyer's customer as well as Buyer's other subcontractors for the term of this Agreement, unless it relates to subcontractor payment or utilization as required by FAR 52.219-9. Seller agrees to notify Buyer of any contact with Buyer's customers pursuant to FAR 52.219-9. In addition, it is understood that, in order to properly perform and/or execute this Agreement, the Seller may require frequent interface with Buyer's customer.

However, no privity of contract exists between the Seller and Buyer's customer. Seller shall not take any direction from Buyer's customer which changes the scope of work or the terms and conditions herein, nor discuss any terms and conditions of this Agreement with Buyer's customer unless Buyer is present and authorizes such discussions. Seller shall immediately notify Buyer's Representatives if at any time Seller believes Buyer's customer is effecting a change to this Agreement.

Breach of this article is cause for termination in accordance with the Termination for Convenience or Default articles contained within this Agreement.

Breach of any of the terms stated herein may result in termination of this Order and/or nonpayment to the Seller for portions of the work determined by the Buyer to be of a personal, non-business nature.



## **29. Standards for Calibration Services**

When calibration services are procured, or calibration equipment is purchased, all calibration certificates must ensure that traceability requirements to national or international standards are provided with each calibration service supplied.

### **Federal Government End User Addendums**

The following definitions are added to Standard-Blazar, LLC.'s General Terms and Conditions and apply to any purchase order where the customer is the Federal government and/or a procurement contract number is provided on the purchase order unless otherwise specifically stated:

- “Government” – the Government of the United States.
- “FAR” – the Federal Acquisition Regulations.
- “Contracting Officer” – the Government Contracting Officer(s) for the Prime Contract, or authorized representative.

### **1. Government Clauses**

In the event the goods, deliverables and/or services covered by this Order are to be used in whole or in part for the performance of contracts governed by specific rules and regulations of the Federal Government, the following clauses are incorporated herein by reference and shall predominate in the event of conflict with any other provision of this Order unless specifically noted. The referenced clauses are set forth or referred to in the FAR and DoD Supplement to the FAR (DFAR). In order to make the context of these clauses applicable to this Order, the term “Contractor” in all such clauses shall mean “Seller”, the term “Contract” in all such clauses shall mean this “Order”, and the term “Contracting Officer” shall mean “Buyer” unless otherwise specified. The terms “Government” and “Contracting Officer” do not change (1) in the phrases “Government Property,” “Government-Owned Property,” “Government Equipment,” “Government-Furnished Property,” and “Government-Owned Equipment;” (2) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or his duly authorized representative; (3) when access to proprietary financial information or other proprietary data is required; (4) when title to property is to be transferred directly to the Government; (5) where specifically modified as noted below; and (6) in FARs 52.212-5, 252.227-7013, 252.227-7015, 252.204-7012

### **2. Packing, Marking, Shipping and Delivery**

Time is of the essence in making deliveries under this Order. Adequate scheduling of shipment of goods or deliverables shall be made by Seller, to ensure that delivery dates included within this Order are met. If the delivery schedule is endangered for any reason other than Buyer’s fault, Seller will, at its expense, ship by express or air shipment or by the most expeditious means available to satisfy the delivery schedule.



All goods or deliverables, which includes reports, data, etc., must be packaged in accordance with good commercial practice in a manner sufficient to ensure arrival in an undamaged condition, and shipped at the most advantageous rate unless otherwise authorized in writing by the Buyer. Any expense in excess of the most advantageous rate will be charged to the Seller. Unless otherwise specified, delivery shall be F.O.B. destination and Seller shall bear the expense and risk of loss until such items are tendered at such destination. Seller shall be responsible to Buyer for any and all damages incurred by Buyer, as a result of, or caused by, improper packing, packaging, handling, shipping or otherwise.

### **3. 52.222-54 Employment Eligibility Verification**

FAR Subpart 22.18 – Employment Eligibility Verification requires Sellers to utilize the Department of Homeland Security (DHS), United States Citizenship and Immigration Service’s employment eligibility of certain employees.

Statutes and Executive orders require employers to abide by the immigration laws of the United States and to employ in the United States, only individuals who are eligible to work in the United States. The E-Verify program provides an internet- based means of verifying the employment eligibility of workers employed in the United States, but is not a substitute for any other employment eligibility verification requirements.

Website: Seller must obtain information on registration for and use of the E-Verify program at <https://dhs.gov/E-Verify>.

### **4. DPAS Rating**

Whenever a DPAS rating appears in the DPAS field, this is a rated order certified for national defense use, and Seller is required to follow all the provisions of the Defense Priority Allocation System Regulation (15 CFR 700)

### **5. Government Property**

The performance of this contract may involve the subcontractor’s use of Government property. This clause, and FAR 52.245- 1, Government Property, are hereby incorporated into any orders involving the use of Government Property:

Any Government Property issues arising under this order, including the proper recording, administration, and disposition of Government Property, shall be coordinated through STANDARD-BLAZAR, LLC.’s Government Property Administrator

Definitions:

“Government Property,” means all property owned by or leased to the Government or acquired by the Government under the terms of the contract. It includes both Government-furnished property and contractor-acquired property.

“Contractor-acquired property,” means property acquired or otherwise provided by the



contractor (or subcontractor) for performing the contract and to which the Government has title. Includes any materials, equipment, etc. that are purchased by the subcontractor under a cost-reimbursement, time and materials, or a fixed price contract (with contract financing).

“Government-furnished property,” means property in the possession of, or directly acquired by, the Government and subsequently made available to the contractor (or subcontractor).

#### **6. Foreign Corrupt Practices ACT**

In the performance of work under this Order (and any resultant Purchase Order), Seller is neither granted nor authorized either an expressed, implied or apparent agency relationship with STANDARD-BLAZAR, LLC. for the purpose of assisting in obtaining, retaining, or directing business to any person, firm, government, international organization, foreign political party to include both candidates and officials. Seller shall adhere to all of the requirements of the Foreign Corrupt Practice Act (Public Law 105-366) to include the requirements contained in the following paragraphs.

In connection with its representation and/or work on behalf of STANDARD-BLAZAR, LLC., Seller shall not give, offer or promise to give, or authorize the giving directly or indirectly through any other person or firm, of any money or thing of value to any employee or official of any government, employee or official of any public international organization, any political party or official or employee of such party, or any candidate for political office, for the purpose of inducing or rewarding favorable action or the exercise of influence by such official, party or candidate in any governmental matter. Seller shall not give, offer or promise to give, or authorize the giving directly or indirectly through any person or firm, of any money or thing of value to any foreign party or its representative as an inducement or reward for the party or representative doing or forbearing to do any act in relation to the business or affairs of STANDARD-BLAZAR, LLC. or Seller or for showing or forbearing to show favor or disfavor to any person in relation to the business or affairs of STANDARD-BLAZAR, LLC. or Seller. Seller agrees not to interact with a foreign government, political party or public international organization on behalf of STANDARD-BLAZAR, LLC. without prior written permission.

#### **7. Mandatory FAR Clauses**

The following FAR Clauses are mandatory:

##### **CLAUSES DESCRIPTION**

52.212-4 Contract Terms and Conditions, Commercial Items

52.247-34 F.O.B. Destination (Nov 1991)

52.203-13 Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)



52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

52.219-8 Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

52.222-17 Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

52.222-26 Equal Opportunity (Mar 2007) (E.O. 11246).

52.222-35 Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212(a))

52.222-36 Affirmative Action for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

52.222-41 Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, et seq)

52.222-50 Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

52.222.51 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Requirements (Nov 2007)

52.225-6 Trade Agreements Certificate (May 2014)

52.225-26 Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

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

**BUYER RESERVES THE RIGHT TO FLOW DOWN ADDITIONAL FAR CLAUSES AS REQUIRED**

### **8. Mandatory DFAR Clauses**

The following DFARS clauses are mandatory if award is issued against a Department of Defense Prime Contract:

#### **CLAUSES DESCRIPTION**

252.211-7003 Item Unique Identification and Valuation

252.223-7008 Prohibition of Hexavalent Chromium (May 2011) if subcontract is for supplies, maintenance and repairs, or construction materials





252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (mar 2013)

252.227-7015 Technical Data Commercial Items (Dec 2011)

252.227-7037 Validation of Restrictive Markings on Technical Data (June 2012)

252.225-7050 Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. (Dec 2014)

252.239-7017 Notice of Supply Chain Risk (Nov 2013)

252.239-7018 Supply Chain Risk (Nov 2013)

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (May 2014) (If order is for electronic parts)

**BUYER RESERVES THE RIGHT TO FLOW DOWN ADDITIONAL DFAR CLAUSES AS REQUIRED**