

- 1. ACCEPTANCE:** This Order integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties. Seller's acknowledgment, acceptance of payment, or commencement of performance, shall constitute Seller's unqualified acceptance of this Order. Unless expressly accepted in writing by Q.E.D. Systems, Inc. ("QED"), additional or differing terms or conditions proposed by Seller or included in Seller's acknowledgment are objected to by QED and have no effect. The headings used in this Order are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions of this Order.
- 2. PRIORITY RATING:** If so identified on the face hereof, this is a rated order certified for national defense use, and Seller is required to follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR Part 700) in obtaining controlled materials and other products, services and materials needed to fill this order. If this is a DX rated order, Seller must promptly provide QED with written rejection of this order within ten (10) working days after receipt. If this is a DO rated order, Seller must promptly provide QED with written rejection of this order within fifteen (15) working days after receipt. Seller must include in any written rejection of a rated order the reasons for the rejection. Seller's acceptance of this rated order shall constitute written acceptance of the DPAS rating.
- 3. PRICE AND DELIVERY:** Seller shall furnish the goods covered by this order (the Goods) or the services covered by this order (the "Services") in accordance with the prices and delivery schedule stated on the face of this order. If prices and/or delivery dates are not stated, Seller shall offer its lowest prices and best delivery dates, both of which shall be subject to written acceptance by QED. All prices include all applicable taxes and other government charges including but not limited to all federal, state, and municipal sales, use or excise taxes, or any customs duties. QED may return, or store at Seller's expense, any Goods delivered more than ten (10) days in advance of the delivery date specified for such Goods.
- 4. PACKING AND SHIPPING:** No charge shall be made by Seller for packaging or storage. All goods shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to obtain lowest shipping rates. On containers Seller shall mark handling and loading instruction, shipping information, order number, item and account number, shipment date, and names and addresses of Seller and QED. An itemized packing list shall accompany each shipment.
- 5. F.O.B. TITLE AND RISK OF LOSS:** Unless otherwise specified on the face of this order, the F.O.B. point shall be QED's locations designated on the face of this order. If transportation is F.O.B. Seller's location, Seller shall bear all risk of loss or damage to the Goods, and title shall not shift to QED until delivery of the Goods to the carrier. If transportation is F.O.B. QED's locations, Seller shall bear all risk of loss or damage to the Goods, and title shall not shift to QED until delivery of Goods to QED's location.
- 6. INVOICING:** After each shipment made or Service provided under this order, Seller shall send a separate invoice including item numbers, accompanied (if applicable) by a bill of lading or express receipt. Invoices shall be submitted via e-mail to AP@qedsysinc.com, or via mail to Accounts Payable, Q.E.D. Systems, Inc. 4646N Witchduck Road, Virginia Beach, VA 23455. Payment of Invoice shall not constitute acceptance of the Goods or Services and shall be subject to appropriate adjustment for failure of Seller to meet the requirements of this order. QED may set off any amount owed by Seller or any of its affiliated companies to QED against any amount owed by QED to Seller under this order.
- 7. INSPECTION:**
 - a. All Goods may be inspected and tested by the QED, his customers, higher tier contractors, and (in the case of Goods purchased for a U.S. government contract or subcontract) the U.S. Government at all reasonable times and places. If such inspection or testing is made on Seller's premises, Seller shall provide, without additional charge, all reasonable facilities and assistance for such inspections and tests in its internal inspection and testing of the Goods. Seller shall, if required by QED, use an inspection system accepted by QED in writing. All inspection records relating to the Goods shall be available to QED during the performance of this order and for such longer periods specified by QED in its acceptance of the inspection system, if any.
 - b. Final inspection and acceptance by QED shall be at destination unless otherwise specified in this order. Such inspection shall be in accordance with the customary established inspection procedures of the location of QED where the Goods are received. If rejection of a shipment would result from QED's normal inspection level under such procedures, QED may, at this option, conduct an above normal level of inspection up to 100% inspection and charge the Seller the reasonable costs thereof.
 - c. No inspection (including source inspection), tests, approval (including design approval), or acceptance of the Goods shall relieve Seller from responsibility for any defects in the Goods or other failure to meet the requirements of this order or for latent defects, fraud, such gross mistakes as amount to fraud, or Seller's warranty obligation. If the Goods are defective or otherwise not in conformity with the requirements of this order, QED may, by written notice to Seller, (I) rescind this order as to such Goods, (II) accost such at an equitable reduction in price, or (III) reject such Goods and require the delivery of replacements. Deliveries of replacements shall be accompanied by a written notice specifying that such Goods are replacements. If Seller fails to deliver required replacements promptly, QED may (I) replace or correct such Goods and charge the Seller the cost thereof, (including cover and any incidental costs), or (II) terminate this order for cause as provided in Section 20 b. hereof. Rights granted to QED under this Section 7 are in addition to any other rights or remedies provided elsewhere in this order or in law.
- 8. WARRANTIES:** In addition to all other express or implied warranties, Seller warrants that the Goods will be (I) free from defects in workmanship and material, (II) free from defects in design except to the extent that such Goods comply with the detailed designs provided by QED, (III) suitable for the purposes, if any, which are stated on the face of this order, and (IV) in conformity

with all the other requirements of this order. These warranties and all other warranties express or implied, shall survive delivery, inspection, acceptance, and payment. In addition to any other rights QED may have, if Goods are found not to be as warranted within a period of one (1) year after acceptance by QED, QED may return such Goods to Seller at Seller's expense for correction, replacement, or credit as QED may direct. Any Goods corrected or furnished in replacement shall, for the date of delivery of such corrected or replacement Goods, be subject to the provisions of this Section 8 for the same period and the same extent as Goods initially furnished pursuant to this order. As to Services, in addition to any express or implied warranties, Seller warrants that it possesses the requisite expertise, facilities, and equipment necessary and appropriate to perform the Services and that such Service shall be performed in a safe and workmanlike manner. In addition to any other rights QED may have, if the Services are found not to be performed as warranted within a period of one (1) year after the conclusion of the performance of the Services by Seller, Seller shall at QED's option, either refund to QED the amount paid for the Services or perform the Services again in a proper manner to the extent necessary to provide the QED with the result originally contemplated by QED.

9. PROPRIETARY INFORMATION: All written information obtained by Seller from QED in accordance with this order and which is identified as proprietary by QED shall be received in confidence and shall remain the property of QED. Proprietary Information shall be used and disclosed by Seller only to the extent necessary for the performance of this order, except that upon prior written notice to QED, Seller may use such information in the manufacture of end items for direct sale to the U.S. Government to the extent that the U.S. Government has the right to authorize such use by Seller and provided that Seller to the extent practicable prominently identifies such end items as being manufactured by Seller for direct sale to the U.S. Government.

10. SUBCONTRACTS: Seller shall not subcontract for complete or substantially complete parts of the work called for by this order without QED's prior written approval.

11. COMPLIANCE WITH LAWS: Seller shall comply with all federal, state, and local laws, ordinances, rules, and regulations in the manufacture and sale of the Goods and performance of the Services, including but not limited to the Occupational Safety and Health Act, the Truth in Negotiation Act, the Resources Conservation and Recovery Act, and all applicable requirements of the Fair Labor Standards Act. Seller will defend and hold QED harmless from any damages or costs arising from or caused in any way by any actual or alleged violation of any federal state, or local law ordinance, rule or regulation. Seller shall provide to QED, at the time of initial shipment or request a completed Material Safety Data Sheet (OSHA Form 174 or equivalent) for any chemical substances sold hereunder as required by any applicable federal state, or local law ordinance, rule or regulation. Such sheets shall contain all the information necessary to comply with the Federal Hazard Communication Standard (29 CFR 1910 1200) and all applicable state regulations.

12. LIEN WAIVERS: Seller shall furnish upon QED's request, waivers by Seller and all other persons entitled to assert any lien rights in connection with the performance of this order.

13. PATENTS: Seller agrees to save QED, his customers, and agents harmless from any loss, damage, or liability incurred on account of any alleged infringements of any patent with respect to any product furnished under this Purchase Order. Seller also agrees that he will, at his own expense, defend any action, suit, or claim in which infringement is alleged provided Seller is duly notified as to such suit. In case the product or any part thereof infringes any patent, Seller shall replace same with non-infringing product or part thereof or modify the product so that it becomes non-infringing, or in the event of the impossibility of the foregoing options grant QED a credit for the purchase price of such product. Seller shall not be liable to QED if any patent infringement or claim thereof is based upon the use of the product in combination with other items where such infringement or claim thereof would not have occurred from the normal use for which the product was designed.

14. INDEMNIFICATION: Both parties (each the "Indemnifying Party") shall indemnify each other (each the "Indemnified Party") from and against any third party liabilities, expenses, loss and liability for all personal injury and property damage (including but not limited to response or remedial action costs associated with damage to the environment or to natural resources), caused by the Goods or Services performed under this Agreement by the Indemnifying Party to the extent caused by the gross negligence or willful misconduct of the Indemnifying Party (whether performed on the premises of Seller or QED or elsewhere) and shall defend at their sole cost and expense any such action brought against the party as a result of any such personal injury or property damage. Seller shall carry and maintain insurance coverage sufficient to cover the above, and, upon QED's request, shall furnish QED with satisfactory evidence of such insurance.

15. ASSIGNMENT: Seller shall not assign this order or any rights under this order without the prior written consent of QED and no purported assignment by Seller shall be binding on QED without such written consent.

16. NOTICE OF LABOR DISPUTES: Whenever an actual or potential labor dispute delays, or threatens to delay the timely performance of this order, Seller shall immediately notify QED in writing of all relevant information with respect to such dispute.

17. CESSATION OF PRODUCTION: If production of any Goods, or the provision of any Services is to be permanently discontinued at any time within one (1) year of such Goods or Services under this order, Seller shall give QED at least on hundred eighty (180) days prior written notice of such discontinuance during which time Seller shall accept orders from QED for a reasonable quantity of such Goods or Services.

18. PUBLICITY: Seller shall not make or authorize any news release, advertisement, or other disclosure which shall deny or confirm the existence of this order without the prior written consent of QED except as may be required to perform this order.

19. CHANGES: QED may at any time by written change order, suspend performance of this order, in whole or in part, method of shipment or packing, or time or place of delivery of the Goods, reschedule the Services or require additional or diminished Services. If any such change causes an increase or decrease in the cost of or the time required for performance of this order, an equitable adjustment shall be made in the Order price or delivery dates or both, and this order shall be modified in writing by mutual agreement of both parties.

Any claim for adjustment under this Section 19 may, at QED's option, be deemed to be absolutely and unconditionally waived unless asserted in writing (including the amount of the claims) and delivered to QED within thirty (30) days from the date of receipt by Seller of the change order. If the cost of property made obsolete or excess as a result of a change is paid by QED, QED may prescribe the manner of disposition of such property.

20. TERMINATION: a. Without Cause: QED may terminate for his convenience, all or any part of this order at any time by written notice to Seller. Upon such termination settlement shall be made in accordance with the principles contained in Federal Acquisition Regulation (FAR) 52.249-2 as in effect as of the date of this order except that Seller must submit any claim for equitable adjustment or termination to QED within forty-five (45) days after the effective date of termination or such claim shall be absolutely and unconditionally waived. b. With Cause: If Seller fails to make delivery of the Goods, or fails to perform the Services, in accordance with the delivery dates specified in this order, or fails to perform any other provision of this order, or so fails to make progress as to endanger performance of this order in accordance with its terms and does not cure such failure within ten (10) days after notice from the QED, QED may (in addition to any other right or remedy provided by this order or by law) terminate all or any part of this order by written notice to Seller without liability and purchase substitute goods elsewhere and Seller shall be liable to QED for any excess cost occasioned QED thereby. Seller shall continue performance of this order to the extent not terminated pursuant to this Section 20 b. Except with respect to defaults of subcontractors at any tier, Seller shall not be liable to QED if the failure to perform this order arises out of cause beyond the control and without the fault or negligence of the Seller. If the failure to perform is caused by the default of a subcontractor at any tier and such default arises out of causes beyond the control of both the Seller and subcontractor and without the fault or negligence of either of them, the Seller shall not be liable to QED unless Goods or Services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Seller to meet the requirements of this order. If this order is terminated as provided in this Section 20 b, the QED, in addition to any other rights provided herein, may require the Seller to transfer title and deliver to the QED (I) any completed Goods and (II) such partially information and contract rights as the Seller has specifically produced or specifically acquired for the performance of this order. If after notice of the termination of this order, with cause, it is determined that the failure to perform is due to causes totally beyond the contract and totally without the fault or negligence of the Seller, such notice of default shall be deemed to have been issued pursuant to Section 20 a, hereof and the rights and obligations of the parties hereto shall be governed by such Section 20a.

21. WAIVER: The failure of QED to insist upon the performance of any provision of this order or to exercise any right or privilege granted to QED under this order shall not be construed as waiving such provision or any other provision of this order and the same shall continue in full force and effect if any provision of this order is found to be illegal or otherwise unenforceable by any court or other judicial or administrative body, the other provisions of this order shall not be affected thereby, and shall remain in full force and effect.

22. APPLICABLE LAW: The validity performance and construction of this order shall be governed by the laws of the state shown on QED's address on this order. Matters involving the U.S. Government shall be governed solely by federal law.

23. DISPUTES: Any dispute arising under this order which is not disposed of by agreement of the parties shall be decided by a court of competent jurisdiction. Pending settlement of final decision of any such dispute, Seller shall proceed diligently with the performance of this order in accordance with QED's direction. Except as may be expressly set forth in this document with the U.S. Government Contracting Officer's express consent, the seller shall not acquire any direct claim or direct course of action against the U.S. Government.

24. COMPLETE AGREEMENT: This order and any supplemental sheets and riders amended hereto by QED contains the complete and entire agreement between the parties as to the subject matter hereof and replaced and supersedes any prior or contemporaneous communications, representations, or agreements whether of or written with respect to such subject matter.

25. ORDER DIRECTION: Only the QED Procurement Representative has authority on behalf of QED to make changes to this Order. All amendments must be identified as such in writing and executed by the parties. QED engineering and technical personnel may from time to time render assistance or give technical advice or discuss or effect an exchange of information with Seller's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Order and shall not be the basis for equitable adjustment. Except as otherwise provided herein, all notices to be furnished by Seller shall be in writing and sent to the QED Procurement Representative.

26. DEFINITIONS: The following terms shall have the meanings set forth below:

- A. "Order" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type designation, including these terms and conditions, all referenced documents, exhibits, and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document).
- B. "QED Procurement Representative" means a person authorized by QED's cognizant procurement organization to administer and/or execute this Order.
- C. "Seller" means the party identified on the face of this Order with whom QED is contracting.
- D. "Work" means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Order.

27. GRATUITIES/KICKBACKS: Seller shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a QED supplier.

28. EXTRAS: Work shall not be supplied in excess of quantities specified in this Order. Seller shall be liable for handling charges and return shipment costs for any excess quantities.

29. INDEPENDENT CONTRACTOR RELATIONSHIP: Seller is an independent contractor in all its operations and activities hereunder. The employees used by Seller to perform Work under this Contract shall be Seller's employees exclusively without any relation whatsoever to QED.

30. SURVIVABILITY: All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Contract, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of intellectual property and proprietary information), and product support obligations shall survive the expiration or termination of this Contract.

31. CLAUSES INCORPORATED BY REFERENCE:

When the materials or products furnished are for use in connection with a U.S. Government prime contract, the following clauses shall apply, as required by the terms of the prime contract. In the event of a conflict between these FAR/DFARS clauses and the General Purchase Order clauses, the FAR/DFARS clauses shall control. Seller shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and DFAR Supplement clauses included in this Order.

The following clauses, set forth in the FAR/DFARS in effect as of the date of the prime contract, are incorporated herein by reference and applicable to the Purchase Order. In all clauses listed herein, the terms "Government," "Contracting Officer," and "Contractor" shall be revised to suitably identify the contracting parties herein and affect the proper intent of the Clause. "Subcontractor," however, shall mean "Seller's Subcontractor" under this Purchase Order.

The full text of a clause may be accessed electronically at: <https://www.acquisition.gov/>

FAR 52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021) (Applies if this Order exceeds threshold specified in FAR 3.1004(b) (1) on the date of this Order and has a period of performance of more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)
FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) (Applies unless Seller is furnishing commercially available off-the-shelf items.)
FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021)
FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Section 889(a) (1) (A) of PubL115-232) (NOV 2021) (Note 3 applies in paragraph (b). Reports required by this clause will be made to QED)
FAR 52.219-8 Utilization of Small Business Concerns (If the order exceeds \$750,000 (OCT 2022)
FAR 52.222-21 Prohibition of Segregated Facilities (APR 2015)
FAR 52.222-26 Equal Opportunity (SEP 2016)
FAR 52.222-35 Equal Opportunity for Veterans (JUN 2020) (Applies if this Order is valued at or above the threshold specified in FAR 22.1303(a) on the date of this Order. Note 5 applies.)
FAR 52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020) (Applies if this Order is valued at or above the threshold specified in FAR 22.1408(a) on the date of this Order. Note 5 applies.)
FAR 52.222-37 Employment Reports on Veterans (JUN 2020) (Applies if this Order is valued at or above the threshold specified in FAR 22.1303(a) on the date of this Order. Note 5 applies.)
FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (Applies if this Order exceeds \$10,000. Note 5 applies.)
FAR 52.222-50 Combating Trafficking in Persons (NOV 2021)
FAR 52.222-54 Employment Eligibility Verification (NOV 2021) (Applies if this Order exceeds \$3,500 except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item. Note 5 applies.)
FAR 52.224-3 Privacy Training (JAN 2017) (Applies if Seller will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records. In paragraph (d), Note 4 applies.)
FAR 52.225-1 Buy American Act - Supplies (NOV 2021) (Applies if the Work contains other than domestic components. Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph (c).)
FAR 52.225-5 Trade Agreements (OCT 2019) (Applies if the Work contains other than U.S. made or designated country end products as specified in the clause.)
FAR 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2021)
FAR 52.227-19 Commercial Computer Software-Restricted Rights (DEC 2007)
FAR 52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016)

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (NOV 2021)
FAR 52.244-6 Subcontracts for Commercial Items (Oct 2022)
FAR 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021)
DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)
DFARS 252.204-7000 Disclosure of Information (OCT 2016)
DFARS 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016) (Applies if this Order involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.)
DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2019) (Applies if this Order is for operationally critical support or for which performance will involve covered defense information. Seller shall furnish QED copies of notices provided to the Contracting Officer at the time such notices are sent. Seller shall also furnish QED copies of any reports Seller receives from its lower tier subcontractors.)
DFARS 252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors (MAY 2016)
DFARS 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (MAY 2016)
DFARS 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (JAN 2021)
DFARS 252.204-7020 NIST SP 800-171 DOD Assessment Requirements (NOV 2020) (Applies except if this Order is for commercial off the shelf items.)
DFARS 252.211-7003 Item Unique Identification and Valuation (MAR 2022)
DFARS 252.222-7000 Restrictions on Employment of Personnel (MAR 2000)
DFARS 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials (SEP 2014)
DFARS 252.223-7008 Prohibition of Hexavalent Chromium (JUN 2013)
DFARS 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (DEC 2018)
DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (DEC 2019)
DFARS 252.225-7039 Defense Contractors Performing Private Security Functions Outside the United States (JUN 2016)
DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (APR 2019) (only applies if order is \$500K or greater)
DFARS 252.227-7015 Technical Data--Commercial Items (FEB 2014)
DFARS 252.227-7016 Rights in Bid or Proposal Information (JAN 2011)
DFARS 252.227-7019 Validation of Asserted Restrictions--Computer Software (SEP 2016)
DFARS 252.227-7033 Rights in Shop Drawings (APR 1966)
DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 2016)
DFARS 252.228-7001 Ground and Flight Risk (JUN 2010)
DFARS 252.229-7004 Status of Contractor as a Direct Contractor(Spain) (JUN 1997)
DFARS 252.229-7011 Reporting of Foreign Taxes - U.S Assistance Programs. (SEP 2005)
DFARS 252.232-7017 Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration (APR 2020)
DFARS 252.235-7003 Frequency Authorization (MAR 2014)
DFARS 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers(Subcontracts for acquisition of steel as a construction material only) (JUN 2013)
DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel(JUN 2013) (Subcontracts where subcontractor is in contact with detainees only) (JUN 2013)
DFARS 252.239-7010 Cloud Computing Services (OCT 2016)
DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services. (OCT 2016)
DFARS 252.244-7000 Subcontracts for Commercial Items (JAN 2021)
DFARS 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (AUG 2016) (Only applicable if vendor is subject to the Cost Accounting Standards under 41 U.S.C. Chapter 15)

DFARS 252.246-7008 Sources of Electronic Parts (MAY 2018) (Applies if this Order is for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer. Note 1 applies except in paragraph (d). Note 2 applies.

DFARS 252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Subcontracts with motor carriers, brokers, or freight forwarders) (JUN 2013)

DFARS 252.247-7023 Transportation of Supplies by Sea BASIC (Feb 2019) (Applies in lieu of FAR 52.247-64 in all Order for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Order is at or below the simplified acquisition threshold. Notes 1 and 2 apply to paragraph (g).)

DFARS 252.225-7056 Prohibition Regarding Business Operations with The Maduro Regime (May 2022)

Note 1: Substitute "QED" for "Government" or "United States" throughout this clause.

Note 2: Substitute "QED Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.

Note 3: Insert "or QED" after "Government" throughout this clause

Note 4: Insert "and QED" after "Contracting Officer", throughout the clause.

Note 5: if Seller is an international contractor, this clause applies to this Order only if Work under the Order will be performed in the United States or Seller is recruiting employees in the United States to Work on the Order.