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 constitutes 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. Headings are for convenience only and do not affect interpretation.
2. **PRIORITY RATING.** If identified on the face of this Order, this is a rated order certified for national defense use. Seller shall comply with the Defense Priorities and Allocations System (15 CFR Part 700). For DX-rated orders, Seller must provide written rejection within ten (10) working days of receipt; for DO-rated orders, within fifteen (15) working days. Any rejection must state the reasons. Seller's acceptance constitutes written acceptance of the DPAS rating.
3. **PRICE AND DELIVERY.** Seller shall furnish the goods ("Goods") and/or services ("Services") at 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 subject to QED's written acceptance. Prices include all applicable taxes and government charges, including federal, state, and municipal sales, use, or excise taxes, and customs duties. QED may return or store at Seller's expense any Goods delivered more than ten (10) days before the specified delivery date.
4. **PACKING AND SHIPPING.** No separate charge for packaging or storage. Goods shall be packaged in accordance with good commercial practice to obtain lowest shipping rates and prevent damage. Containers shall be marked with handling and loading instructions, shipping information, order number, item and account number, shipment date, and names/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, the F.O.B. point is the QED location designated on the face of this Order.
    a. If F.O.B. Seller's location, Seller bears risk of loss until delivery to the carrier; title passes to QED upon delivery to the carrier.
    b. If F.O.B. QED's location, Seller bears risk of loss until delivery at QED's location; title passes to QED upon delivery at QED's location.
6. **INVOICING.** After each shipment or provision of Services, Seller shall send a separate invoice including item numbers and, if applicable, a bill of lading or express receipt. Invoices shall be submitted via email to AP@qedsysinc.com, or via mail to Accounts Payable, Q.E.D. Systems, Inc., 4646 N Witchduck Road, Virginia Beach, VA 23455.
    a. Deadline. All invoices must be submitted within sixty (60) calendar days of the date the Goods were delivered or the Services were performed. Invoices submitted after this period may, at QED's sole discretion, be rejected and deemed non-reimbursable, and Seller waives any right to payment for such late-submitted invoices, unless QED expressly authorizes an exception in writing. Timely invoicing is a material condition of this Order.
    b. No Prejudice. Payment of an invoice does not constitute acceptance of Goods or Services and is subject to adjustment for Seller's failure to meet Order requirements.
    c. Setoff. QED may set off any amount owed by Seller or its affiliates to QED against any amount owed by QED to Seller under this Order.
    d. Prompt Payment/Flowdown. Where applicable to government-funded procurements, Seller shall ensure compliance with the Prompt Payment Act (31 U.S.C. § 3901 et seq.) and any acceptance and payment timelines flowed down from QED's prime contract.
7. **TIME & EXPENSE REPORTING FOR TEMPORARY LABOR.** If designated on the Order, temporary labor working under QED's direction shall complete timesheets and expense reports in QED's Unanet system in accordance with QED policies. As a condition to payment, labor hours and related expenses must be accurately recorded, supported, and approved in Unanet. QED will only process invoices reflecting entries properly submitted and approved in Unanet. QED may verify entries and support documentation for compliance and audit purposes. QED's standard work week runs Saturday through Friday. Any deviation from this schedule must be expressly authorized in writing by QED.

8. **INSPECTION.** (a) Goods may be inspected and tested by QED, its customers, higher-tier contractors, and, if applicable, the U.S. Government, at reasonable times and places. If inspection/testing occurs on Seller's premises, Seller shall provide reasonable facilities and assistance at no additional charge. If required by QED, Seller shall use an inspection system accepted by QED. Inspection records shall be available to QED during performance and for any longer period 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. QED may increase inspection up to 100% and charge Seller its reasonable costs if rejection would result under normal procedures.

   (c) No inspection, test, approval, or acceptance relieves Seller of responsibility for defects, nonconformance, latent defects, fraud, gross mistakes equivalent to fraud, or warranty obligations. If Goods are defective or nonconforming, QED may, by written notice, (i) rescind this Order as to such Goods, (ii) accept such Goods at an equitable reduction in price, or (iii) reject such Goods and require prompt delivery of replacements. Replacement deliveries shall include a notice identifying the Goods as replacements. If Seller fails to promptly deliver replacements, QED may (i) replace or correct the Goods and charge Seller the cost (including cover and incidental costs), or (ii) terminate for cause under Section 21(b). Rights under this Section are cumulative.
9. **WARRANTIES.** In addition to all other warranties, Seller warrants that Goods will be (i) free from defects in workmanship and material, (ii) free from defects in design except to the extent Goods comply with detailed designs provided by QED, (iii) suitable for stated purposes, and (iv) conform to all Order requirements. Warranties survive delivery, inspection, acceptance, and payment. If Goods are found non-conforming within one (1) year after QED's acceptance, QED may return them at Seller's expense for correction, replacement, or credit at QED's option. Corrected/replacement Goods are warranted for one (1) year from delivery of the corrected/replacement Goods. For Services, Seller warrants it has the requisite expertise, facilities, and equipment, and that Services will be performed safely and in a workmanlike manner. If Services are found non-conforming within one (1) year after completion, Seller shall, at QED's option, refund the amount paid or properly re-perform the Services to achieve the contemplated result.
10. **PROPRIETARY INFORMATION.** All QED-identified proprietary information provided under this Order is received in confidence, remains QED property, and shall be used/disclosed only as necessary to perform this Order, except that, upon prior written notice to QED, Seller may use such information to manufacture end items for direct sale to the U.S. Government to the extent the Government has the right to authorize such use, provided Seller prominently identifies such end items as manufactured by Seller for direct sale to the U.S. Government.
11. **SUBCONTRACTS.** Seller shall not subcontract complete or substantially complete parts of the Work without QED's prior written approval. When required under the prime contract, Seller shall obtain QED's consent in accordance with FAR 52.244-2.
12. **COMPLIANCE WITH LAWS.** Seller shall comply with all applicable federal, state, and local laws, rules, and regulations (including OSHA, the Truth in Negotiations Act where applicable, the Resource Conservation and Recovery Act, and the Fair Labor Standards Act). Seller shall defend and hold QED harmless from damages and costs arising from actual or alleged violations. For chemical substances, Seller shall provide Material Safety Data/Safety Data Sheets as required (including compliance with 29 CFR 1910.1200 and applicable state rules).
13. **LIEN WAIVERS.** Upon request, Seller shall furnish waivers by Seller and others entitled to assert lien rights in connection with performance.
14. **PATENTS.** Seller shall defend, indemnify, and hold harmless QED and its customers from claims, losses, and liabilities arising from alleged patent infringement by products furnished hereunder, provided Seller is duly notified. If a product infringes, Seller shall replace with a non-infringing product, modify to be non-infringing, or, if impracticable, credit QED the purchase price. Seller is not liable for infringement based on use in combination with other items where the infringement would not occur from normal use of the product as designed.
15. **INDEMNIFICATION.** Each party (the "Indemnifying Party") shall indemnify the other (the "Indemnified Party") from third-party claims, losses, and liabilities for personal injury or property damage (including

environmental response costs) caused by the Goods or Services to the extent caused by the Indemnifying Party's gross negligence or willful misconduct, and shall defend such claims at its expense. Seller shall maintain insurance adequate for these obligations and provide evidence upon request.

16. **ASSIGNMENT.** Seller shall not assign this Order or any rights hereunder without QED's prior written consent. Any purported assignment without consent is void.
17. **NOTICE OF LABOR DISPUTES.** Seller shall promptly notify QED in writing of any actual or potential labor dispute that delays or threatens to delay timely performance, providing all relevant information.
18. **CESSATION OF PRODUCTION.** If production of any Goods or 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 provide at least one hundred eighty (180) days' prior written notice, during which Seller shall accept orders from QED for a reasonable quantity.
19. **PUBLICITY.**Seller shall not make or authorize any news release, advertisement, or other disclosure confirming or denying the existence of this Order without QED's prior written consent, except as required to perform this Order.
20. **CHANGES.** QED may, by written change order, suspend performance (in whole or part), change method of shipment or packing, time or place of delivery, reschedule Services, or require increases/decreases in Services. If such change affects price or schedule, the parties shall equitably adjust the Order by written modification. Any Seller claim for adjustment shall be deemed absolutely and unconditionally waived unless asserted in writing (including the amount) and delivered to QED within thirty (30) days after Seller's receipt of the change order. If QED pays for property made obsolete or excess due to a change, QED may prescribe its disposition.
21. **TERMINATION.** (a) For Convenience. QED may terminate all or part of this Order for convenience by written notice. Settlement shall be made consistent with principles in FAR 52.249-2 as of the date of this Order, except Seller must submit any termination claim to QED within forty-five (45) days after the effective date of termination or it is absolutely and unconditionally waived.
    (b) For Cause. QED may terminate all or part of this Order for cause by written notice if Seller (i) fails to deliver Goods or perform Services per the delivery schedule, (ii) fails to perform any other provision, or (iii) fails to make progress so as to endanger performance and does not cure within ten (10) days after notice. Upon termination for cause, QED may purchase substitute goods/services and Seller is liable for excess re-procurement costs. Seller shall continue performance of any portion not terminated. Seller is not liable if nonperformance arises from causes beyond its control and without its fault or negligence, consistent with the standards stated herein. If, after a notice of termination for cause, it is determined that Seller's failure was excusable, the notice shall be deemed a termination for convenience under Section 21(a).
22. **WAIVER; SEVERABILITY.** QED's failure to enforce any provision or exercise any right does not waive it. If any provision is found illegal or unenforceable, the remaining provisions remain in full force.
23. **APPLICABLE LAW.** This Order is governed by the laws of the state shown in QED's address on this Order (without regard to its conflict-of-laws rules). Matters involving the U.S. Government are governed solely by federal law.
24. **DISPUTES; FORUM.** Disputes not resolved by agreement shall be decided by a court of competent jurisdiction. Pending resolution, Seller shall proceed diligently as directed by QED. Except as expressly provided with U.S. Government Contracting Officer consent, Seller acquires no direct claim or right of action against the U.S. Government. Venue and jurisdiction shall lie in state or federal courts located in or serving Virginia Beach, Virginia, and the parties consent to such courts.
25. **COMPLETE AGREEMENT.** This Order (including referenced documents, exhibits, and attachments) is the complete and entire agreement and supersedes prior or contemporaneous communications or agreements, oral or written, regarding its subject matter.
26. **ORDER DIRECTION.** Only the QED Procurement Representative may make changes to this Order. All amendments must be in writing and executed by the parties. Technical assistance or exchanges of information by QED personnel do not constitute a change and do not entitle Seller to an equitable adjustment. Except as otherwise provided, Seller notices shall be in writing to the QED Procurement Representative.
27. **DEFINITIONS.** A. "Order" means this contracting instrument (e.g., Purchase Order, PO, Subcontract), including these terms, referenced documents, exhibits, and attachments (including any master agreement under which releases/POs are issued).

B. "QED Procurement Representative" means an individual authorized by QED's procurement organization to administer and/or execute this Order.

C. "Seller" means the party identified on the face of this Order.

D. "Work" means all labor, articles, materials, supplies, Goods, and Services constituting the subject matter of this Order.

28. **GRATUITIES/KICKBACKS.** Seller shall not offer or give any kickback or gratuity (including entertainment or gifts) to obtain or reward favorable treatment as a QED supplier.
29. **EXTRAS.** Work shall not exceed quantities specified. Seller is liable for handling and return shipping costs for excess quantities.
30. **INDEPENDENT CONTRACTOR.** Seller is an independent contractor. Individuals performing Work are Seller's employees exclusively and not QED's.
31. **SURVIVAL.** Rights and obligations which by their nature or terms extend beyond expiration or termination (including warranties, indemnities, intellectual property/proprietary information, audit, and support obligations) survive.
32. **CYBERSECURITY & DATA PROTECTION.**
    If Seller processes, stores, or transmits Controlled Unclassified Information (CUI) or otherwise provides services subject to DFARS 252.204-7012, Seller shall implement and maintain security measures compliant with NIST SP 800-171 and promptly report any actual or suspected cybersecurity incident to QED in accordance with applicable DFARS requirements. Seller shall cooperate with QED in any investigation and provide all information reasonably necessary to meet QED's reporting obligations to the U.S. Government. QED reserves the right to verify Seller's compliance with this clause, including through audit or documentation requests.
33. **RECORD RETENTION & AUDIT RIGHTS.**
    Seller shall maintain complete and accurate books, records, documents, and supporting data related to performance under this Order for a period of not less than four (4) years after final payment, or longer if required under QED's prime contract. Such records shall be available at no additional cost to QED, its customers, higher-tier contractors, and the U.S. Government, as applicable, for examination, audit, and reproduction.
34. **PRICING INTEGRITY.**
    Seller represents and warrants that the prices charged to QED under this Order are not less favorable than those currently extended to any other customer for the same or substantially similar items or services in similar quantities and under similar terms and conditions. If Seller reduces its prices for such items or services during the performance of this Order, Seller shall immediately notify QED and apply the same price reduction to this Order.
35. **CONFLICT OF INTEREST & ETHICAL CONDUCT.**
    Seller shall conduct itself with the highest standards of ethics and business integrity and shall avoid any actual or potential personal, organizational, or financial conflicts of interest. Seller shall promptly notify QED in writing of any such conflict and take all necessary steps to mitigate or eliminate it as directed by QED. Seller shall also maintain a written code of business ethics and conduct where required by FAR 52.203-13.
36. **INSURANCE.**
    Seller shall, at its own expense, maintain and keep in force insurance coverage at levels customary for its industry, but no less than the following unless otherwise agreed in writing: (a) Commercial General Liability Insurance with a minimum limit of $2,000,000 per occurrence, (b) Workers' Compensation Insurance as required by applicable law, and (c) Automobile Liability Insurance covering owned and non-owned vehicles with a minimum limit of $1,000,000 per occurrence. At QED's request, Seller shall furnish certificates of insurance evidencing the above coverage. When performing as a services subcontractor at QED facilities or at QED customer sites, Seller shall name QED as an **Additional Insured** under its Commercial General Liability and Automobile Liability policies. Such insurance shall be **primary and non-contributory** with respect to any insurance carried by QED.

    Seller shall provide QED with **not less than thirty (30) days' prior written notice** of cancellation, non-renewal, or material change in the above insurance policies.

37. ORDER OF PRECEDENCE.

In the event of any inconsistency between the documents comprising this Order, the following order of precedence shall apply: (1) the face of the Purchase Order, including any special terms and conditions, (2) these General Terms and Conditions, (3) mandatory FAR/DFARS clauses incorporated by reference, and (4) Seller's quotation, proposal, or acknowledgment.

38. SURVIVAL OF OBLIGATIONS.

In addition to those obligations expressly stated to survive, the following shall survive expiration or termination of this Order: invoicing and setoff (Section 6), record retention and audit rights (Section 33), confidentiality and proprietary information (Section 10), cybersecurity and export control obligations (Sections 32 and applicable FAR/DFARS clauses), indemnification and insurance (Sections 15 and 36), warranties (Section 9), and any other provisions that by their nature must remain in effect.

39. 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.

Seller's failure to include the applicable FAR/DFARS clauses in lower-tier subcontracts shall be deemed a material breach of this Purchase Order. Seller shall comply with all applicable U.S. export control laws and regulations, including ITAR (22 CFR 120-130) and EAR (15 CFR 730-774), and shall not export or re-export any items, technical data, or services without the required U.S. Government authorization. Seller shall implement a counterfeit parts prevention and detection system consistent with DFARS 252.246-7007 and 252.246-7008, applicable to all suppliers providing electrical, electronic, or mechanical parts, regardless of CAS applicability.

If subcontracting covered service work subject to the Service Contract Labor Standards statute, Seller shall comply with FAR 52.222-41 and all related wage determination and recordkeeping requirements.

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 $900,000 (JAN 2025)
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 (OCT 2025)
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 (MAR 2023)
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 (DEC 2022)
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 (MAY 2024) (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 2023)
DFARS 252.204-7020 NIST SP 800-171 DOD Assessment Requirements (NOV 2023) (Applies except if this Order is for commercial off the shelf items.)
DFARS 252.211-7003 Item Unique Identification and Valuation (JAN 2023)
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.