



Purchase Order Terms and Conditions - Applicable to purchases in support of government contracts
Effective Date: 10/24/2024

1. Offer/Acceptance

If this purchase order ("PO") refers to supplier's bid or proposal, this PO is an ACCEPTANCE of vendor's OFFER TO SELL in accordance with the terms and conditions of the "solicitation" identified in supplier's bid or proposal. The solicitation includes an RFP, IFB, or any other form of order by buyer. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to supplier's acceptance, demonstrated by supplier's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order is issued by buyer accepting a counter-offer. This PO shall supersede and control over any supplier form(s) or part(s) thereof included in or attached to any bid, proposal, offer, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof.

2. Safety Information

All chemicals, equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Supplier shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

3. Changes

Supplier shall furnish products and/or services strictly in accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by purchasing agent and accepted by supplier. Each shipment received or service performed shall comply with the terms of this PO, notwithstanding invoice terms or acts of supplier to the contrary, unless this PO has been modified, superseded or otherwise altered in accordance with this section.

4. Delivery

Unless otherwise specified in the solicitation or this PO, delivery shall be FOB destination. Tabet is relying on the promised delivery date, installation, and/or service performance set forth in supplier's bid or proposal as material and basic to Tabet's acceptance. If supplier fails to deliver or perform as and when promised, Tabet, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge supplier with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

5. Intellectual Property

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by supplier in performance of its obligations under this PO shall be the exclusive property of Tabet and/or the US Government as determined by Tabet. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Supplier shall comply with all applicable laws, regulations and Tabet policies related to confidential information and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.

6. Quality

Tabet shall be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and the current model, unless otherwise specified. In the event that Tabet determines that product or service quality drops below acceptable thresholds, Tabet, at their discretion, may require the supplier to perform formal root cause / corrective action activities and provide those results to Tabet Quality Assurance within 30 days of initial notification.

7. Warranties

All provisions and remedies of the Virginia Uniform Commercial Code ("UCC"), relating to implied and/or express warranties are incorporated herein, in addition to any warranties contained in this PO or the specifications.

8. Inspection and Acceptance

Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, Tabet may exercise all of its rights, including those provided in the UCC. Tabet shall have the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to PO requirements, Tabet may require supplier to perform the services again in conformity with PO requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, Tabet may (a) require supplier to take necessary action to ensure that future performance conforms to PO requirements and (b) equitably reduce the payment due supplier to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.

9. Counterfeit Work

(a) The following definitions apply to this clause:

"Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mislabeled, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.

(b) Supplier shall not deliver Counterfeit Work or Suspect Counterfeit Work to Tabet under this Contract/Purchase Order

(c) Supplier shall only purchase products to be delivered or incorporated as Work to Tabet directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. SUPPLIER may use another source only if (i) the foregoing sources are unavailable, (ii) SUPPLIER's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) SUPPLIER obtains the advance written approval of Tabet.

(d) SUPPLIER shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Contract.

(e) SUPPLIER shall immediately notify Tabet with the pertinent facts if SUPPLIER becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by Tabet, SUPPLIER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. SUPPLIER, at its expense, shall provide reasonable cooperation to Tabet in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.

(f) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Contract addressing the authenticity of Work.



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(g) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SUPPLIER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SUPPLIER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Tabet's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Tabet may have at law, equity or under other provisions of this Contract.

(h) Supplier shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to Tabet.

10. Taxes

If this PO is being issued under a Federal Government contract Tabet is exempt from taxes.

11. Payment

Tabet shall pay supplier for all amounts due per the payment terms stated on the PO after receipt of products or services and a correct notice of amount due.

12. Assignment and Successors

Supplier shall not assign rights or delegate duties under this PO, or subcontract any part of the performance required under this PO, without the express, written consent of Tabet. This PO shall inure to the benefit of and be binding upon supplier and Tabet and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to Tabet.

13. Indemnification

If any article sold or delivered under this PO is covered by a patent, copyright, trademark, or application therefore, supplier shall indemnify and hold harmless Tabet from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation or infringement of rights under such patent, copyright, trademark or application. If this PO is for services, supplier shall indemnify, save, and hold harmless Tabet, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related expenses, incurred as a result of any act or omission by supplier, or its employees, agents, subcontractors or assignees, arising out of or in connection with performance of services under this PO.

14. Independent Contractor

Supplier shall perform its duties hereunder as an independent contractor and not as an employee. Neither supplier nor any agent or employee of supplier shall be deemed to be an agent or employee of Tabet. Supplier and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through Tabet and Tabet shall not pay for or otherwise provide such coverage for supplier or any of its agents or employees. Unemployment insurance benefits will be available to supplier and its employees and agents only if coverage is made available by supplier or a third party. Supplier shall pay when due all applicable employment, income, and local head taxes incurred pursuant to this PO. Supplier shall not have authorization, express or implied, to bind Tabet to any agreement, liability or understanding, except as expressly set forth herein. Supplier shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by Tabet, and (c) be solely responsible for its acts and those of its employees and agents.

16. Compliance

Supplier shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

17. Termination Prior to Shipment

If supplier has not accepted this PO in writing, Tabet may cancel this PO by written or oral notice to supplier prior to shipment of goods or commencement of services.

18. Termination For Cause

(a) If supplier refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified herein, Tabet may notify supplier in writing of non-performance and, if not corrected by supplier within the time specified in the notice, terminate supplier's right to proceed with the PO or such part thereof as to which there has been delay or a failure. Supplier shall continue performance of this PO to the extent not terminated and be liable for excess costs incurred by Tabet in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the price set forth in this PO. (b) Tabet may withhold amounts due to supplier as Tabet deems necessary to reimburse Tabet for excess costs incurred in curing, completing or procuring similar goods and services. (c) If after rejection, revocation, or other termination of supplier's right to proceed under the CUCC or this clause, Tabet determines for any reason that supplier was not in default or the delay was excusable, the rights and obligations of Tabet and supplier shall be the same as if the notice of termination had been issued pursuant to termination under § 21.

20. PO Approval

This PO shall not be valid unless it is executed by purchasing agent or executive management. Tabet shall not be responsible or liable for products or services delivered or performed prior to proper execution hereof.

22. Sensitive Data

To the extent suppliers comes in contact with individual personal data owned or otherwise held by Tabet as a result of performing under this PO ("Data"), supplier agrees to use such Data, if at all, only to the extent required to perform its obligations under this PO, and to abide by the requirements of any federal, state and local laws that address the protection and/or use of such Data.

23. DPAS Rating

IF A DPAS RATING IS SHOWN ON THE FACE OR ANY LINE OF THIS PURCHASE ORDER, THEN: THIS IS A 'DPAS RATED' ORDER CERTIFIED FOR NATIONAL DEFENSE USE, AND YOU ARE REQUIRED TO FOLLOW ALL THE PROVISIONS OF THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REGULATION (15 CFR 700 ET SEQ.). ALL 'DPAS RATED' ORDERS ABOVE \$75,000 MUST BE ACCEPTED IN WRITING AS FOLLOWS: Fifteen (15) working days after receipt of a DO rated order and within ten (10) working days after receipt of a DX rated order. If the order is rejected, the person must give reasons in writing or electronically for the rejection.

24. Contract Specific Flowdown

Supplemental data relating to specific contracts will be provided, in body of PO, attached documents or electronic link(s), when required.

25. Federal Flowdown Provisions for Federally Funded Contracts

Tabet has entered into an Agreement with either the U.S. Government, or another entity who has itself entered into an Agreement with the U.S. Government. That Agreement requires that certain federal contract provisions be made a part of any subsequent Purchase Order issued by Tabet of the Commonwealth of Virginia



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related to furthering the performance or deliverables required under that Agreement.

Where necessary to make the context of these provisions applicable to this order, the term "contractor" shall mean "Supplier," the term "contract" shall mean "this order," and the terms "Government," "contracting officer," and equivalent phrases shall mean "buyer." Supplier hereby agrees to flowdown the applicable clauses to its lower-tier subcontractors, and agrees that the clauses are in effect between it and the buyer, as applicable.

The following provisions are from the Federal Acquisition Regulations (FAR), which are available online.

(NOTE: These FAR clauses may have applicability only when the Purchase Order is at or in excess of a certain dollar threshold, shown in parentheses, or under certain circumstances.)

FAR Citation	Title
52.203-6	Restrictions on Subcontractor Sales to the Government, alternate I (\$150,000)
52.203-7	Anti-Kickback Procedures except Subparagraph (c)(1) (\$150,000)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (\$150,000)
52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015)
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract (\$30,000)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (\$35,000)
52.215-10	Price Reduction for Defective Cost or Pricing Data (\$700,000)
52.215-12	Subcontractor Cost or Pricing Data (\$750,000)
52.215-13	Subcontractor Cost or Pricing Data -- Modifications (\$750,000)
52.215-14	Integrity of Unit Prices
52.219-8	Utilization of Small Business Concerns (\$150,000)
52.219-9	Small Business and Small Disadvantaged Business Subcontracting Plans (Large Businesses) (\$650,000 for prime contracts awarded PRIOR to 10/1/2015; \$700,000 for prime contracts awarded AFTER 10/1/2015)
52.219-16	Liquidated Damages -- Subcontracting Plan
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity (\$10,000)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (\$150,000)
52.222-36	Affirmative Action for Workers with Disabilities (\$15,000)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (\$150,000)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.222-50	Combating Trafficking in Persons (Mar 2015)
52.222-55	Minimum Wages under Executive Order 13658 (Dec 2015)
52.223-2	Clean Air and Water (applicable on orders issued under contracts solicited and issued prior to February 25, 2000)
52.223-6	Drug-Free Workplace
52.223-7	Notice of Radioactive Materials (applicable if radioactive materials are involved) (\$0)
52.223-14	Toxic Chemical Release Reporting (\$100,000; N/A for acquisition of commercial items)
52.224-2	Privacy Act (applicable if vendor is supplying design, development, or operation of a system of records on individuals) (\$0)
52.225-3	Buy American Act - Free Trade Agreements - Israeli Trade Act
52.230-6	Administration of Cost Accounting Standards (\$750,000)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.244-6	Subcontract for Commercial Items and Commercial Components ("Commercial item" and "commercially available off-the-shelf item" have the meanings contained in Federal Acquisition Regulation 2.101) Contracts) (paragraph "g" Limited risk of loss is not applicable) (\$0)
52.245-5	Government Property (Cost Reimbursement, Time-and-Materials, or Labor-Hour Contracts) (paragraph "g" Limited risk of loss is not applicable) (\$0)
52.247-63	Preference for U.S.-Flag Air Carriers (\$100,000)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (\$0)

In addition, if federal funds through a contract from an agency of the Department of Defense are involved, the following Department of Defense Federal Acquisition Regulations (DFAR) clauses apply. DFAR clauses are available online.

(NOTE: These DFAR clauses may have applicability only when the Purchase Order is at or in excess of a certain dollar threshold, shown in parentheses, or under certain circumstances.)

DFAR Citation	Title
252.203-7001	Prohibition on Persons Convicted of fraud or Other Defense-Contract Related Felonies (not applicable for commercial items) (applicable if at or in excess of the simplified acquisition threshold)
252.227-7013	Rights in Technical Data -- Noncommercial Items (\$0)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation



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Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Debarment and Suspension (E.O.s 12549 and 12689)

This Order incorporates by reference FAR 52.209-6. Seller certifies upon executing this Order that Seller or its principles is not debarred, suspended, or proposed for debarment by the U.S. Government. Further, Seller shall immediately notify Buyer in writing if Seller is suspended or debarred by the U.S. Government or if it is proposed for suspension or debarment by any agency of the U.S. Government.

Access to Records (OMB Circular A-110, .48(d))

All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients shall include a provision to the effect that the recipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examination, excerpts and transcriptions.

Claims

To the extent that the work or services being acquired hereunder are for ultimate sale to the United States Government, nothing in this Agreement grants the Seller a right to file a direct claim against the United States Government.

By signing below you acknowledge that you are an authorized agent for the seller and seller accepts this order, including all terms and conditions as stated above. Any deviations must be noted at time of signature.

COMPANY NAME:

Typed Name:

Signature:



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Title:

Date: