

GENERAL PROVISIONS FOR COMMERCIAL CONTRACTS

- 1. INTERPRETATION.** The terms and conditions stated in this Contract shall constitute the entire agreement between the Buyer and the Seller, and no modification thereof shall be binding upon the Buyer unless made in writing and signed by its Authorized Procurement Representative. By shipping the supplies, or by acknowledging receipt of this Contract, or by performing the described work, Seller agrees to such terms and conditions. Reference to any form or communication of the Seller shall not be deemed to be an acceptance by the Buyer of any modifications or additions to the terms and conditions herein. Any different or additional terms or conditions in any proposal, acknowledgment form or any document of Seller are hereby superseded by this Contract. Failure of either party (Buyer or Seller) to insist on strict performance of any terms and conditions herein shall not be deemed a waiver of that term or any right or remedy of that party.
- 2. INSPECTION / ACCEPTANCE.** The Seller shall only tender for acceptance those items that conform to the requirements of this contract. The Buyer reserves the right to inspect or test any supplies or services that have been

19. EQUAL OPPORTUNITY. Buyer is a federal contractor or subcontractor. **Seller will abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with a disability. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability.** Seller also agrees that, as applicable, it will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

The clause listed below as referenced in Title 41 of the Code of Federal Regulations (CFR) is incorporated herein and made a part hereof by this reference.

20. TERMS APPLICABLE TO CONTRACTS ISSUED UNDER US GOVERNMENT CONTRACTS. The below terms are only applicable to contracts performed under U.S. government contracts. The Seller shall provide a right of access to Buyer, Buyer's sponsors, and/or and regulatory authorities to all facilities involved in this Contract and to all applicable records. This Contract does not confer to Seller any direct claim or direct course of action against the US Government. As required under the Federal Acquisition Regulations, Seller shall ensure the flow down of the below mandatory clauses to their suppliers, as applicable.

[52.203-19](#) Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

[52.204-23](#) Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021)

[52.204-25](#) Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

[52.204-27](#) Prohibition on a ByteDance Covered Application (JUN 2023)

[52.204-30](#) Federal Acquisition Supply Chain Security Act Orders—Prohibition (DEC 2023)

[52.222-50](#) Combating Trafficking in Persons (Nov 2021)

[52.247-64](#) Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021)

In addition to the above, the following are also applicable as noted:

[52.203-13](#) Contractor Code of Business Ethics and Conduct (Nov 2021)

[52.204-21](#) Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)

[52.219-8](#)

[252.246-7007](#) Contractor Counterfeit Electronic Part Detection and Avoidance System (JAN 2023)

[252.246-7008](#) Sources of Electronic Parts (JAN 2023)