

Purchase Order Terms and Conditions for Product Sales



DEFINITIONS: Buyer is the legal entity issuing this Purchase Order. Seller is the legal entity that is contracting with the Buyer by accepting this Purchase Order. When executed, this Purchase Order is a contract that expresses the agreement of Buyer and the Seller and includes any other documents, specifications and any changes that are expressly incorporated into this Purchase Order by reference.

DELIVERY: Time is of the essence in the performance of Supplier's obligations under the Purchase Order. Supplier shall immediately notify Govplace if timely performance is delayed or is likely to be delayed for any reason. Govplace's acceptance or acknowledgement of such notice shall not constitute a waiver of any of Supplier's obligations. Delivery is to be made both in quantities and at times specified herein.

REJECTED WORK: Rejected Work. Upon non-acceptance, repudiation, or rejection of any Work, Govplace shall not be liable for any profit.

Supplier would have made, nor for incidental, consequential, or indirect damages.

ACCEPTANCE: Seller's acceptance of this Purchase Order means that Seller is contractually obliged to perform in accordance with the terms and conditions of this Purchase Order. Any additions, deletions or differences in the terms proposed by Seller are objected to and hereby rejected unless Buyer agrees to such changes in writing.

PAYMENT: Payment terms shall be Net 45 unless otherwise stated on the face of the Purchase Order.

TAXES: Except as may be otherwise provided in this Purchase Order, the prices shall include all applicable Federal, State, or local taxes in effect on the Purchase Order date. Taxes which are invoiced to Buyer shall be stated separately in Seller's invoices. Tax exemption certificates submitted by Buyer shall be accepted by Seller.

SETOFF: All claims for monies due or to become due from Buyer shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other transaction with Seller. In the event that Seller is overpaid, Seller shall promptly refund or credit the overpayment back to Buyer.

TERMINATION: Terminations under this Purchase Order shall be in accordance with FAR 52.244-6 Subcontracts for Commercial Items.

ORDER CANCELLATION: Govplace may cancel, without penalty or cost, the Purchase Order, in whole or in part, to the extent an Govplace customer has canceled its corresponding order to Govplace, prior to acceptance, and Govplace may return for a full refund and without penalty any Products received by Govplace or its Customer in connection with such Purchase Order or portion thereof.

STOP-WORK ORDER: Govplace may, at any time, by written order to Supplier, require Supplier to stop all, or any part, of the work called for by the Purchase Order for a period of 90 days after the written order is delivered to Supplier, and for any further period to which the Parties may agree. The order shall be specifically identified as a stop-work order issued pursuant to this clause. Upon receipt of the stop-work order, Supplier shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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Within a period of 90 days after a stop-work order is delivered to the Supplier, or within any extension of that period to which the Parties shall have agreed, Govplace shall either (1) cancel the stop-work order; or (2) terminate the work covered by the stop-work order as provided in the terms of the Purchase Order.

ORDER OF PRECEDENCE: In the event of any inconsistency among the provisions of this Purchase Order, such inconsistency shall be resolved using the following order of precedence: (i) any specifications, terms and conditions mutually agreed to in writing on the preceding page(s) of this Purchase Order, excluding any documents expressly incorporated by reference; (ii) the terms and conditions set forth in this Terms and Conditions paragraph; and (iii) any other documents expressly incorporated by reference on the preceding page(s) of this Purchase Order.

COMPLIANCE WITH LAWS: Seller shall comply with all applicable Federal, State, and municipal laws, ordinances, rules, and regulations.

CHOICE OF LAW: This Purchase Order will be construed and interpreted according to the laws of the Commonwealth of Virginia, without regard to its conflict of law's provisions.

DPAS RATING: The Purchase Order is or is not a rated order as indicated on the Purchase Order or cover thereof, certified for national defense use, and Supplier is required to follow all the provisions of the Defense Priorities and Allocation System regulation (15 CFR Part 700) in obtaining controlled materials and other products, services and materials needed to fill this order.

INDEMNIFICATION: Seller shall indemnify, defend and hold Buyer and Buyer's customers harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from the allegation or fact that Seller (or any of Seller's subcontractors, suppliers, employees, agents or representatives) delivered products that were unfit, defective, or harmful. The provisions of this Section shall survive any termination or expiration of this Agreement. Further, to the extent any provisions of this Section are held to be unenforceable, Seller agrees to indemnify, defend, and hold Buyer and Buyer's customers harmless to the maximum extent permissible under applicable law.

WARRANTY: The Seller warrants that all materials or services delivered hereunder conform strictly to the design, specifications, drawings, samples, or other descriptions referenced in this Purchase Order, and that such deliverables will be free from defects in material and workmanship. Such warranties shall survive any inspection, delivery, acceptance, or payment by the Buyer for a period of 180 days following the date of Buyer's receipt, unless otherwise specified in this Purchase Order. This shall not invalidate the manufacturer's standard warranty if those terms are more favorable to Buyer.

LIMITATION OF LIABILITY: In no event shall either party or its employees, representatives or subsidiaries be liable for any consequential, indirect, punitive, incidental, or special damages (including lost profits).

INVALID TERMS: Each provision of this Purchase Order shall be held valid and enforceable to the fullest extent permitted by law. If any term, provision, covenant, and/or condition of this Purchase Order is held by a court or regulatory body of competent jurisdiction to be invalid, void, and/or

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unenforceable, the rest of the Purchase Order shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

WAIVER: The failure of the Buyer to enforce at any time any of the provisions hereof shall neither be construed to be a waiver of such provisions nor of the right of the Buyer thereafter to enforce every such provision.

ENTIRE AGREEMENT: This is the entire agreement between the parties relative to this Purchase Order. It supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written, related to this Purchase Order unless they are expressly incorporated by reference in this Purchase Order.

FEDERAL ACQUISITION REGULATION (FAR): The following FAR clauses are hereby incorporated by reference and made a part hereof with the same force and effect as if they were given in full text. The full text of the clauses is available at <https://www.acquisition.gov/far/>. Unless otherwise specified, the date of the clauses incorporated by reference in this Purchase Order is the version in effect as of the Effective Date of this Purchase Order. In these clauses, the term “Contractor” shall mean “Seller” or “Supplier”, the term “Contract” shall mean this Purchase Order, and the term “Contracting Officer” shall mean the Contracting Officer of the Government prime contract unless otherwise specified; however equivalent phrases shall mean Buyer and/or Buyer’s purchasing representative if specified by Govplace.

- 52.203-3 Gratuities
- 52.203-5 Covenant Against Contingent Fees (NOTE 1)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (NOTE 2)
- 52.203-7 Anti-Kickback Procedures
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (NOTES 4,20,27,36)
- 52.203-17 Contractor Employee Whistleblower Rights.
- 52.204-2 Security Requirements
- 52.204-27 Prohibition on a ByteDance Covered Application
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems
- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab or Other Covered Entities (Jul 2018)
- 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment [e.g., Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)]
- 52.204-26 Covered Telecommunications Equipment or Services Representation
- 52.209-6 Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- 52.211-5 Material Requirements (8/2000)

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- 52.211-7 Alternatives to Government- Unique Standards (11/99)

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- 52.211-15 Defense Priority and Allocation Requirements
- 52.214-26 Audits and Records—Sealed Bidding
- 52.214-28 Subcontractor Cost or Pricing Data Modifications—Sealed Bidding
- 52.215-1 Instructions to Offers- Competitive Acquisition (1/2001)
- 52.215-2 Audit and Records- Negotiation
- 52.215-10 Price Reduction for Defective Cost or Pricing Data (10/97) (NOTE 45)
- 52.215-11 Price Reduction for Defective Cost or Pricing Data Modification (10/97) (NOTES 7,8)
- 52.215-12 Subcontractor Cost or Pricing Data (10/97) (NOTES 7,44)
- 52.215-13 Subcontractor Cost or Pricing Data-Modifications (10/97) (NOTE 7)
- 52.215-14 Integrity of Unit Prices (10/97) (NOTE 7)
- 52.215-15 Pension Adjustments and Asset Reversions (12/98) (NOTE 9)
- 52.215-17 Waiver of Facilities Capital Cost of Money (10/97)
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB)Other than Pensions (10/97)
- 52.215-19 Notification of Ownership Changes (10/97)
- 52.216-5 Price Redetermination- Prospective
- 52.216-6 Price Redetermination- Retroactive
- 52.216-16 Incentive Price Revision- Firm Target
- 52.216-17 Incentive Price Revision- Successive Targets
- 52.219-8 Utilization of Small Business Concerns (10/2000)
- 52.222-1 Notice to the Government of Labor Disputes (NOTE 4)
- 52.222-3 Convict Labor
- 52.222-4 Contract Work Hours and safety Standards Act- Overtime Compensation (NOTE 13)
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-16 Approval of Wage Rates
- 52.222-20 Walsh-Healey Public Contracts Act
- 52.222-21 Prohibition of Segregated facilities (2/99)
- 52.222-22 Previous Contracts and Compliance Reports
- 52.222-25, Affirmative Action Compliance
- 52.222-26 Equal Opportunity
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (12/2001)
- 52.222-36 Affirmative Action for Workers with Disabilities (6/1998)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (12/2001)
- 52.222-41 Service Contract Act of 1965, as Amended.
- 52.222-50 Combating Trafficking in Persons.
- 52.223-3 Hazardous Materials Identification and Material Safety Data
- 52.223-7 Notice of Radioactive Materials

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- 52.223-14 Toxic Chemical Release Reporting

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- 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors
- 52.224-2 Privacy Act
- 52.225-1 Buy American Act—Supplies (5/2002)
- 52.225-2, Buy American Act Balance of Payments Program Certificate
- 52.225–5, Trade Agreements
- 52.225-7 Wavier of Buy American Act for Civil Aircraft and Related Articles (2/2000)
- 52.225-13, Restrictions on Certain Foreign Purchases
- 52.225-8 Duty-Free Entry
- 52.225-13 Restrictions on Certain Foreign Purchases (7/2000)
- 52.227-1 Authorization and Consent
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (NOTES 1,16)
- 52.227-3 Patent Indemnity
- 52.227-9 Refund of Royalties
- 52.227-10 Filing of Patent Applications- Classified subject Matter (NOTE 17)
- 52.227-11 Patent Rights- Retention by the Contractor (Short Form)
- 52.227-13 Patent Rights- Acquisition by the Government
- 52.227-14 Rights in Data- General (NOTE 19)
- 52.227-16 Additional Data Requirements (NOTE 4)
- 52.227-17 Rights in Data- Special Works (NOTE 4)
- 52.227-18 Rights in Data- Existing Works (NOTE 4)
- 52.227-19 Commercial Computer Software-Restricted Rights
- 52.227-20 Rights in Data-SBIR Program
- 52.227-21 Technical Data Declaration, Revision, and Withholding of Payment- Major System (1/1997)
- 52.227-22 Major System- Minimum Rights
- 52.227-23 Rights to Proposal Data (Technical)
- 52.228-3 Workers' Compensation Insurance (Defense Base Act)
- 52.228-4 Workers' Compensation and War Hazard Insurance Overseas
- 52.228-5 Insurance- Work on a Government Installation
- 52.229-6 Taxes- Foreign Fixed-Price Contracts
- 52.229-7 Taxes- Fixed-Price Contracts with Foreign Governments
- 52.229-8 Taxes- Foreign Cost Reimbursement Contracts (3/1990)
- 52.229-9 Taxes- Cost Reimbursement Contracts with Foreign Government (3/1990)
- 52.229-10 State of New Mexico Gross Receipts and Compensating Tax
- 52.230-2 Cost Accounting Standards (NOTES 7,21)
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (NOTE 21)
- 52.230-4 Consistency in Cost Accounting Practices (NOTE 21)
- 52.230-5 Cost Accounting Standards- Educational Institution (4/1998)
- 52.230-6 Administration of Cost Accounting Standards (11/1999)
- 52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts (12/2002)
- 52.232-16 Progress Payments (NOTES 4,40)

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- 52.232-17 Interest (NOTE 20)
- 52.232-20 Limitation of Cost
- 52.232-22 Limitation of Funds
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III
- 52.237-3 Continuity of Services
- 52.242-15 Stop-Work Order (NOTE 4)
- 52.242-17 Government Delay of Work
- 52.243-1 Changes- Fixed-Price (NOTE 4)
- 52.243-2 Changes- Cost-Reimbursement
- 52.243-3 Changes- Time-and-Materials or Labor-Hours
- 52.244-2 Subcontracts (Aug 1998)
- 52.244-5 Competition in Subcontracting
- 52.244-6 Subcontracts for Commercial Items (5/2002)
- 52.245-2 Government Property (Fixed-Price Contracts) (NOTES 4,24)
- 52.246-2 Inspection of Supplies- Fixed-Price (NOTES 1,4)
- 52.246-3 Inspection of Supplies- Cost Reimbursement
- 52.246-4 Inspection of Services- Fixed-Price (NOTE 1)
- 52.246-5 Inspection of Services- Cost Reimbursement
- 52.246-6 Inspection- Time-and-Material and Labor-Hour
- 52.246-15 Certificate of Conformance (NOTES 1,26)
- 52.246-16 Responsibility for Supplies (NOTES 1)
- 52.246-23 Limitation of Liability (NOTE 27)
- 52.246-24 Limitation of Liability- High-Value Items
- 52.246-25 Limitation of Liability- Services (NOTE 27)
- 52.247-63 Preference for U.S.-Flag Air Carriers (NOTE 28)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels
- 52.248-1 Value Engineering (NOTE 4,20)
- 52.249-1 Termination for Convenience of the Government (Fixed Price) (Short Form)
- 52.249-2 Termination for Convenience of the Government (Fixed Price) (NOTE 29)
- 52.249-4 Termination for Convenience of the Government (Services) (Short Form)
- 52.249-6 Termination (Cost-Reimbursement)
- 52.249-8 Default (Fixed-Price Supply and Service)

NASA FAR Supplements

- 1852.204-75 Security Classification Requirements
- 1852.204-76 Security Requirements for Unclassified Information
- 1852.208-81 Restrictions on Printing and Duplicating (NOTE 4)
- 1852.211-70 Packaging, Handling and Transportation
- 1852.219-75 Small Business Subcontracting Reporting
- 1852.223-70 Safety and Health (NOTE 31)
- 1852.223-71 Frequency Authorization

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- 1852.223-72 Safety and Health (Short Form)
- 1852.225-70 Export Licenses
- 1852.227-11 Patent Rights—Retention by the Contractor (Short Form)
- 1852.227-70 New Technology (NOTE 32)
- 1852.227-72 Designation of New Technology Representative and Patent Representative
- 1852.227-85 Invention Reporting and Rights- Foreign
- 1852.227-87 Transfer of Technical Data Under Space Station International Agreements
- 1852.228-72 Cross-Waiver of Liability for Space Shuttle Services
- 1852.231-70 Pre-contract Cost
- 1852.237-71 Pension Portability
- 1852.242-72 Observance of Legal Holiday
- 1852.242-73 NASA Contractor Financial Management Reporting
- 1852.244-70 Geographic Participation in the Aerospace Program (NOTE 7)
- 1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors
- 1852.247-71 Protection of the Florida Manatee
- 1852.249-72 Termination
- 1852.252-70 Compliance with NASA FAR Supplement