

I. NOTICE:

(a) The Work requested on the Purchase Order is expressly conditioned on the Contractor's assent to these Terms and Conditions. Any acceptance of this Purchase Order is expressly limited to acceptance of these Terms and Conditions, and the Buyer expressly objects to any additional or different terms and conditions proposed by the Contractor. Failure of InDyne to enforce any of the provisions of the Purchase Order or referenced Terms and Conditions shall not be construed as evidence to interpret the requirements of the Purchase Order or Terms and Conditions, nor a waiver or any requirement, nor of the right of the Company to enforce each and every provision. All rights and obligations shall survive final performance of the Purchase Order. Failure to comply with the clauses outlined herein is a violation of the terms of this Purchase Order and may result in termination by default for non-conformance.

SECTION A DEFINITIONS

As used throughout these Terms and Conditions and the Purchase Order, the following terms shall have the meaning set forth below:

"Buyer" means InDyne and the InDyne representative named on the purchase order.

"Company" means InDyne Inc.

"Construction" means construction, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other real property as defined in FAR 2.101.

"Contractor" means the individual, partnership, corporation or associates, their heirs or assigns, contracted to furnish the Materials and/or Work described in this Purchase Order. This term is used interchangeably with "Offeror".

"Government" means the United States of America or any department or agency thereof. This term is used interchangeable with "Owner" and "Customer".

"Goods" means commodities, materials, supplies or property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into and end item.

"Purchase Order" means an offer by InDyne to furnish Goods or perform Work as set forth in these Terms and Conditions, signed or otherwise accepted by both the Buyer and the Contractor. This term is used interchangeably with "Contract", "Order" and "Subcontract".

"Statement of Work" means a detailed description of the Work and Materials, required by the Contractor, to fulfill the Contract. This term is used interchangeably with "Scope of Work".

"Terms and Conditions" means "InDyne Terms and Conditions for Fixed-Price Construction", together with any modifications or additional provisions specifically stated on the Purchase Order or specifically agreed upon by Buyer in writing.

"Work" means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

SECTION B ADMINISTRATION

B01 BUYER'S AUTHORITY

(a) The InDyne Buyer named on the Purchase Order is the only individual who has the authority to enter into, administer, or terminate the Purchase Order. In addition, the Buyer is the only person authorized to approve changes to any of the requirements under these Terms and Conditions, and notwithstanding any provision contained elsewhere in these Terms and Conditions, the said authority remains solely with the Buyer.

(b) InDyne, including its technical personnel, may from time to time render assistance or discuss or effect an exchange of information with Contractor personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Purchase Order and shall not be the basis for equitable adjustment.

(c) The Contractor shall immediately notify the Buyer for clarification when a question arises regarding the authority of any person to act on behalf of the Buyer under these Terms and Conditions. ANY WORK PERFORMED BY THE CONTRACTOR WITHOUT PRIOR WRITTEN AUTHORIZATION WILL BE DONE AT THE CONTRACTOR'S EXPENSE. ANY INVOICE SUBMITTED FOR UNAUTHORIZED WORK IS SUBJECT TO REJECTION BY InDyne.

B02 ACCEPTANCE OF PURCHASE ORDER / TERMS AND CONDITIONS

(a) These Terms and Conditions, along with the Purchase Order issued to the Contractor, embodies the entire agreement between InDyne and Contractor and supersedes all other writings or oral agreements. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding not set forth herein. No amendments or modifications of any of the Terms and Conditions shall be valid unless reduced to writing and signed by the Buyer.

(b) Contractor's acknowledgment, acceptance of payment, or commencement of performance, shall constitute Contractor's unqualified acceptance of this Purchase Order.

B03 CONTRACTOR NEGOTIATED AGREEMENT

(a) The Contractor agrees to furnish and deliver all Goods and perform all Work set forth or otherwise identified on the Purchase Order and on any approved modifications for the consideration stated therein. The rights and obligations of the parties to this agreement shall be subject to and governed by the provisions stated herein.

B04 ELECTRONIC CONTRACTING

(a) The parties agree that if the Purchase Order is transmitted electronically neither party shall contest the validity of this Purchase Order, or any acknowledgement thereof, on the basis that this Purchase Order or acknowledgement contains an electronic signature.

B05 WARRANTY

(a) Contractor warrants that the Work shall comply strictly with the provisions of the Purchase Order, these Terms and Conditions, and all specifications, drawings and standards referred to in the Purchase Order or thereafter furnished by InDyne, and that the Work shall be first-class in every particular and free from defects in both materials and workmanship and in any design or engineering furnished by Contractor. Contractor further warrants that all Goods and equipment furnished by Contractor for the Work shall be new, merchantable, of the most suitable grade and fit for their intended purposes. Without limitation of any other rights or remedies of InDyne, if any defect in the Work in violation of the foregoing warranty arises within the period set forth below, Contractor shall, upon receipt of written notice of such defect, promptly furnish, at no cost to InDyne, design and engineering, Work, Goods and equipment necessary to correct such defect and cause the Work to comply fully with the foregoing warranty.

(b) Contractor's warranty period shall be: (1) the manufacturer's warranty period or six months, whichever is longer, if Contractor is not the manufacturer and has not modified the Item, or, (2) one year or the manufacturer's warranty period, whichever is longer, if Contractor is the manufacturer of the Item or has modified it, or (3) one year, or the Contractor's warranty period, whichever is longer, for Work performed by the Contractor. Any period wherein the Work is not available for use due to defects in Goods, workmanship or engineering furnished by Contractor shall extend the warranty period by an equal period of time.

(c) Design and engineering, Work, equipment and Goods furnished by Contractor to correct defects shall be warranted by Contractor for a period of twelve (12) months from the date of completion of the correction, or for the remainder of the warranty period set forth above, whichever is longer.

(d) In the event Contractor has been notified of any defects in the Work in violation of Contractor's foregoing warranty and fails to promptly and adequately correct such defects, InDyne shall have the right to correct or to have such defects corrected for the account of Contractor, and Contractor shall promptly pay InDyne or the Government the costs incurred in correcting such defects, or InDyne may set off such costs against this or any other Purchase Order open with the Contractor

B06 CERTIFIED PAYROLL & DAVIS BACON ACT COMPLIANCE

(a) This Purchase Order is subject to the Davis Bacon Act Requirements if the value is >\$2000.

(b) Contractor shall pay employees the prevailing wage determination as published by the Department of Labor for the geographical location the work is performed. The prevailing wage

rates are published at <https://sam.gov/content/home>.

(c) Contractor shall submit certified payrolls to the Buyer named on the Purchase Order in accordance with FAR 52.222-8. Although alternative forms are acceptable, InDyne prefers Department of Labor's optional form WH-347 for these submittals. This form is located at the following:

<https://www.dol.gov/whd/forms/wh347.pdf>
<https://www.dol.gov/whd/forms/wh347.pdf>

(d) Contractor agrees to indemnify and hold InDyne harmless from any and all claims and damages associated with Contractor's failure to timely, accurately, and completely comply with the requirements of this clause and FAR 52.222-8.

B07 SUBMISSION OF INVOICES FOR PAYMENT

Electronic invoices with all appropriate backup for payment must be submitted to accounts payable at accountspayable@indyneinc.com.

Hard copy invoices will be addressed to:

Attn: Accounts Payable
InDyne, Inc.
4050 S Ferdon Blvd
Crestview, FL 32536
Telephone: 850-398-8489

Invoices must reflect the amount due per individual line item identified in the Purchase Order. Contractor payments will be transmitted either electronically or by check based on the account information provided to the accounting department. To establish EFT payment, request the ACH form from the Buyer. It must be filled out and e-mailed to the addresses listed above.

Invoice must be submitted within thirty (30) calendar days for supplies delivered or completion of work performed. contractor recognizes that buyer is issuing this purchase order under a prime contract with its federal government customer and that delayed or late invoicing from vendor may impact buyer's ability to be paid by the government customer. therefore, if contractor expects to be paid for its work, it must fully comply with the invoicing deadline contained in this clause. if there is an excusable delay in invoicing by the vendor, it must be justified and submitted to the buyer in writing immediately.

B08 PAYMENT TERMS

(a) Payment terms & payment schedule (if applicable) shall be listed on the face of the Purchase Order or detailed in the statement of work. If in the SOW, such terms are hereby incorporated into the Purchase Order by reference as if fully set forth herein. Payment terms shall be calculated from the date a proper invoice is received by InDyne. If applicable, prompt payment discounts should be clearly marked on all invoices. Payment is subject to the conditions stated in clause B07. Any change in payment terms must be authorized in writing via Change Order by InDyne.

(b) Payment shall not constitute acceptance or approval of Goods or Work rendered.

(c) At any time prior to final payment, under this Purchase Order,

Buyer may validate invoices. Payment of Contractor's invoices shall be subject to adjustment for any amounts found to have been improperly invoiced. Buyer shall be entitled at all times to set off; (1) any amount owing at any time from Contractor to Buyer or any of its affiliated companies; (2) any damages resulting from Contractor's default under or breach of any contract (including any Purchase Order and these terms); (3) any adjustment for shortage or rejection and any associated costs, against any amount payable at any time by Buyer or any of its affiliated companies to Contractor.

(d) Pro-Forma invoices for pre-payment must be promptly submitted to accounts payable upon execution of the Purchase Order by both parties. Invoices must include the percentages/amounts listed in the payment schedule on the Purchase Order. Payment tracking information will be available upon request from accounts payable.

(e) Unless otherwise noted, the prices in the Purchase Order are firm, fixed prices in United States Dollars.

B09 PURCHASE ORDER MODIFICATIONS

(a) InDyne may have the need to initiate negotiations with the Contractor for an increase or decrease in the scope during the term of the Work being performed. The Contractor agrees to promptly enter into such negotiations. Any modifications resulting from such negotiations may require alterations in price, terms, and delivery schedule of the Purchase Order.

B10 DELAYS AND EXTENSION OF TIME

(a) If the Contractor's performance of the Work outlined on the Purchase Order is prevented or delayed by any unforeseeable cause, existing or future, that is beyond the reasonable control and without the fault or negligence of the Contractor, the Contractor shall, to the extent practicable, within one workday of the commencement of any such cause and prior to the scheduled completion date, give to the Buyer written notice thereof, and the anticipated impact of the cause on performance of Work. Within two workdays after the termination of any such cause, the Contractor shall file a written notice with the Buyer specifying the actual duration of the cause. The Contractor acknowledges that provision of such notices is an essential condition precedent to the Contractor's rights in connection with any such delays and InDyne's ability to fully identify, and expeditiously, address and avoid such cause or causes, and, accordingly, the Contractor expressly waives all rights with respect to any such cause or causes for which notice hereunder was not provided. If InDyne agrees that the cause was unforeseeable, beyond the control and without the fault or negligence of the Contractor, the Buyer will determine the duration of the delay and will extend the time of performance of the Purchase Order accordingly but only to the extent that the Government allows an extension of time to InDyne under the prime contract for such a delay, with all such agreements, determinations and permissions subject to challenge and/or appeal as provided for under these Terms and Conditions.

(b) The Contractor agrees that it shall not be entitled to nor claim any cost reimbursement, compensation, or damages for any delay, except to the extent that InDyne has actually recovered corresponding cost reimbursement, compensation or damages from the Government under the prime contract for such delay, and then only to the extent of the amount, if any, which InDyne on behalf of the Contractor, actually

received from the Government on account of such delay. Notwithstanding any term or provision herein to the contrary, the Contractor expressly waives and releases all claims or rights to recover lost profit (except for profit on Work actually performed), recovery of overhead (including home office overhead), and any other indirect damages, costs or expenses in any way arising out of or related to the Purchase Order, including the breach thereof by InDyne, delays, charges, acceleration, loss of efficiency or productivity disruptions and interferences with the performance of the Work.

(c) It shall be an express condition precedent to any obligation on the part of InDyne to make payment of any such cost, reimbursement, compensation or damage to the Contractor hereunder that InDyne shall first be determined to be entitled to such compensation on behalf of the Contractor and then receive such payment from the Government, and the Contractor expressly acknowledges that InDyne is not obligated or required to pursue the Contractor claims as against the Government if InDyne, in its sole discretion, after review of Contractor's claim, has deemed the claim to lack merit in whole or in part.

(d) The Contractor agrees that it shall contribute a fair and proportionate share of the costs of advancing the claims of the Contractor for delay, including but not limited to legal and other professional fees.

B11 CHANGES IN THE WORK

(a) The Buyer reserves the right to make additive or deductive changes in the Work by written notice to the Contractor. If such changes cause a material increase or decrease in the cost of performing the Work or the time of performance, the Contractor shall provide prompt written notice of any such change to the Buyer no later than seven (7) calendar days after receiving notice of such change(s). An adjustment in the Purchase Order price and/or the time of performance will be considered in accordance with this clause.

(b) The Contractor acknowledges that changes may be ordered pursuant to the Purchase Order that may affect the Work. The Contractor shall proceed to carry out any such change ordered by InDyne, insofar as it affects the Work, and the Contractor agrees that any resulting increase (or decrease) in Contractor's compensation or in the time of performance shall not exceed the compensation and/or extension allowed to InDyne by the Government in respect of such change, in all cases subject to challenge, dispute, and or appeal as provided for under these Terms and Conditions. InDyne will present to the Government, consistent with any information the Contractor has provided, and endeavor to consult with the Contractor when presenting their changes to the Government customer. In all such cases, InDyne shall deal directly with the Government, and the Contractor will not participate unless requested by the prime contractor.

B12 STOP-WORK ORDER

(a) The Buyer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor 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. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Buyer shall either- (1) Cancel the stop-work order; or (2) Terminate the work covered by the order as provided in the B14 TERMINATION FOR DEFAULT or B15 TERMINATION FOR CONVENIENCE clauses of this Purchase Order.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume Work. The Buyer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the Purchase Order shall be modified, in writing, accordingly, if- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and (2) The Contractor asserts its right to the adjustment within (30) days after the end of the period of work stoppage; provided, that, if the Buyer decides the facts justify the action, the Buyer may receive and act upon the claim submitted at any time before final payment under this Purchase Order.

(c) If a stop-work order is not canceled and the Work covered by the order is terminated for the convenience of InDyne, the Buyer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Buyer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

B13 TIME OF COMPLETION

(a) The Contractor shall commence the Work when notified to do so by InDyne and shall diligently and continuously prosecute and complete the Work and, if applicable, coordinate the Work with other Work being performed on the project, in accordance with the project schedule, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of the whole or any part of the Work or other Work being performed.

(b) Upon request by InDyne, the Contractor shall participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Work providing information for the scheduling of the times and sequence of operations required for its Work to meet contractors overall schedule requirements, shall continuously monitor the project schedule so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of other Work, if applicable, and shall execute the Work in accordance with the requirements of the project schedule including any revisions thereto.

(c) Should the progress of the Work be delayed, disrupted, hindered, obstructed, or interfered with by any fault or neglect or act or failure to act of the Contractor or any of its officers, agents, servants, employees, subcontractors, or sub-suppliers so as to cause any additional cost, expense, liability or damage to InDyne including legal fees and disbursements incurred by InDyne (whether incurred in defending claims arising from such delay or in seeking reimbursement

and indemnity from the Contractor and its surety (if applicable) hereunder or otherwise) or to the Government or any damages or additional costs or expenses for which InDyne or the Government may or shall become liable, the Contractor and its surety shall and does hereby agree to compensate InDyne and the Government for and indemnify them against all such costs, expenses, damages and liability.

(d) InDyne, if it deems necessary, may direct the Contractor to work overtime and, if so directed, the Contractor shall work said overtime and, provided that the Contractor is not in default under any of the terms or provisions of this Purchase Order, InDyne will pay the Contractor for such actual additional wages paid, if any, at rates which have been approved by InDyne plus taxes imposed by law on such additional wages, plus workers' compensation insurance, liability insurance and levies on such additional wages if required to be paid by the Contractor to comply with Contractor's obligations under this Purchase Order.

(e) If, however, the progress of the Work or of the project be delayed by any fault or neglect or act or failure to act of the Contractor or any of its officers, agents, servants, employees, subcontractors or sub-suppliers, then the Contractor shall, in addition to all of the other obligations imposed by this Purchase Order upon the Contractor in such case, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost in the completion of the Work and of the project due to such delay. Should the Contractor fail to make up for the time lost by reason of such delay, InDyne shall have the right to cause other contractors or subcontractors to work overtime and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the project, and the cost and expense of such overtime and or such other actions shall be borne by the Contractor.

B14 TERMINATION FOR DEFAULT

(a) InDyne, by written notice, may terminate this order for default, in whole or in part, if Contractor (1) fails to comply with any of the terms of the Purchase Order; (2) fails to make progress so as to endanger performance of the Purchase Order; (3) fails to provide adequate assurance of future performance; (4) files or has filed against it a petition in bankruptcy; or (5) becomes insolvent or suffers a material adverse change in financial condition. Contractor shall have ten (10) days (or such longer period as InDyne may authorize in writing) to cure any such failure after receipt of notice from InDyne. Default involving delivery schedule delays, bankruptcy or adverse change in financial condition shall not be subject to the cure provision. If a termination for default is later determined to be improper by a court, the termination for default shall be considered converted to a termination for convenience, and Contractor's sole remedy for any costs or damages arising out of the improper default termination shall be determined under the B15 TERMINATION FOR CONVENIENCE clause below.

(b) Following a termination for default of this order, Contractor shall be compensated only for Work performed and Goods actually delivered and accepted. InDyne may require Contractor to deliver to InDyne any Goods, manufacturing materials, and manufacturing drawings that Contractor has specifically produced or acquired for the terminated portion of this order. InDyne and Contractor shall agree on the amount of payment for these other deliverables.

(c) In the event of a cancellation or termination under this order, Contractor shall be liable to InDyne for cover costs, in addition to InDyne's other rights and remedies at law or in equity.

(d) Upon the occurrence and during the continuation of a default, InDyne may exercise any and all rights and remedies available to it under applicable law and equity, including without limitation, abeyance of payments and cancellation of this Purchase Order.

(e) If the Contractor enters or is entered into any proceeding relating to bankruptcy, it shall give written notice via certified mail to InDyne within five days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the Purchase Order number for which final payment has not been made.

B15 TERMINATION FOR CONVENIENCE

(a) For Work under this Purchase Order, InDyne may terminate part or all of this contract for its convenience for any reason by giving written notice to Contractor. InDyne's only obligation shall be to pay Contractor a percentage of the price reflecting the percentage of the Work performed prior to the notice of termination, plus reasonable, actual costs that Contractor can demonstrate to the satisfaction of InDyne using generally accepted accounting principles, that have resulted from the termination. Contractor shall not be paid for any Work performed or costs incurred that reasonably could have been avoided.

(b) In no event shall InDyne be liable for lost or anticipated profits, unabsorbed indirect costs or overhead, or any sum in excess of the total Purchase Order price. Contractor's termination claim shall be submitted within ninety (90) days from the effective date of the termination.

(c) Contractor shall continue all Work not terminated.

B16 WAIVERS, APPROVALS, AND REMEDIES

(a) Failure by Buyer or Contractor to enforce any of the provisions of this Purchase Order or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.

(b) Buyer's, Company's or the Government's approval of documents shall not relieve Contractor of its obligation to comply with the requirements of this Purchase Order.

(c) The rights and remedies of either party to this Purchase Order are cumulative and in addition to any other rights and remedies provided by law or in equity.

B17 SURVIVAL

(a) The provisions of this Purchase Order, which by their nature are intended to survive the termination, cancellation, completion or expiration of this Purchase Order, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

SPECIAL REQUIREMENTS

C01 CONTRACTOR ACKNOWLEDGEMENT

(a) The Contractor acknowledges that InDyne has entered into a prime contract with the Government concerning Work to be performed under this Purchase Order. These Terms and Conditions represent no privity of contract between the Contractor and any Government Agency. Communication or contact with InDyne's Customer with regards to the execution of the Purchase Order must **NOT** be made without the express permission of InDyne. Any direct communication with the Contractor by InDyne's Customer concerning any matter involving the Purchase Order, including Work direction, shall not be deemed to be a breach of these Terms and Conditions; however, the Contractor will promptly advise InDyne of such inquiries and/or direction and take no action that could change the agreed upon Scope of Work or could cause a change in agreed upon price without coordination and approval with the designated Buyer. This clause in no way is intended to preclude the Contractor from its normal, previous business relationship with the Government.

C02 INDEPENDENT CONTRACTOR

(a) The Contractor represents and warrants that it is fully experienced, properly qualified, registered, licensed, equipped, organized, responsible, and financially capable to perform the Work and all obligations under these Terms and Conditions and it will remain so throughout the term of the Purchase Order. From time to time and at InDyne's request, Contractor will provide InDyne with information satisfactory to InDyne to verify its financial capability and the financial capability of its subcontractors and sub-suppliers (if applicable) within five (5) calendar days of InDyne's request. If reasonable grounds for insecurity over Contractor's financial capability arise, InDyne may exercise all available remedies including making payments to lower-tier subcontractors and/or sub-suppliers on Contractor's behalf, directly or as co-payee, and requesting Contractor to provide adequate security from third parties from a company acceptable to InDyne, such as irrevocable and unqualified bonds, letters of credit, or guarantees in InDyne's and or its Customer's favor. As example only and without limitation, the parties agree that delays by Contractor in placing orders for Goods, delays by Contractor in paying lower-tier subcontractors and/or sub-suppliers or failure to timely verify its financial capability

after any such request shall be deemed to be reasonable grounds for insecurity. The Contractor shall act as an independent contractor and not as the agent of the prime contractor in performing Work outlined on the Purchase Order, maintaining complete control over its employees and all of its suppliers and lower-tier subcontractors.

(b) Nothing contained on the Purchase Order or any lower-tier subcontract awarded by Contractor shall create any contractual relationship between any such supplier or lower-tier subcontractor and InDyne or its Customer. The Contractor shall perform its Work hereunder in accordance with its own methods, subject to compliance with the Purchase Order.

C03 CONTRACTOR PERSONNEL

(a) Contractor will ensure that Contractor personnel, including any subcontractors, suppliers, or other personnel assigned to Work or provide transportation services on InDyne's or Owner's premises comply with any on-premises guidelines and: (1) do not bring weapons

SECTION C

of any kind onto InDyne's or Owner's premises; (2) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages while on InDyne's or Owner's premises; (3) do not possess hazardous materials of any kind on InDyne's or Owner's premises without InDyne's written authorization; (4) remain in authorized areas only; (5) will not conduct any non-InDyne related business activities (such as interviews, hiring's, dismissals or personal solicitations) on InDyne's or Owner's premises, and (6) will not sell, advertise or market any products or memberships, distribute printed, written or graphic materials on InDyne's or Owner's premises without InDyne's written permission or as permitted by law.

(b) All persons, property, and vehicles entering or leaving InDyne's or Owner's premises are subject to search.

(c) Contractor will promptly notify InDyne and provide a report of any accidents or security incidents involving loss of or misuse or damage to InDyne's or Owner's intellectual or physical assets, and all physical altercations, assaults, or harassment.

(d) Contractor must coordinate with InDyne to gain access to InDyne's or Owner's premises.

(e) Contractor personnel: (1) will not remove InDyne's or Owner assets from InDyne's or Owner's premises without InDyne authorization; (2) will use InDyne's or Owner assets only for purposes of this Purchase Order.

(f) InDyne may, at its sole discretion, have Contractor remove any specified employee, subcontractor, supplier or other representative of Contractor from InDyne's or Owner's premises and request that such employee not be reassigned to any InDyne's or Owner's premises under this Contract.

(g) Violation of this clause may result in termination of the Purchase Order in addition to any other remedy available to InDyne at law or in equity. Contractor shall reimburse InDyne for any unauthorized use of InDyne or Owner assets.

C04 MAINTENANCE OF RECORDS

(a) Contractor shall maintain complete and accurate records in accordance with generally accepted accounting principles to substantiate Contractor's charges hereunder. Such records shall include, but not be limited to, applicable time sheets, job cards, phone bills, travel receipts and job summaries. Contractor shall retain such records for three (3) years from final payment of this Purchase Order.

(b) InDyne shall have access to such records, and any other records Contractor is required to maintain under this Purchase Order, for the purpose of audit during normal business hours, upon reasonable notice for so long as such records are required to be retained.

C05 RELEASE OF INFORMATION

(a) Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Purchase Order or the subject matter hereof, will be made by Contractor without the prior written approval of InDyne.

C06 DISPUTES, GOVERNING LAW & VENUE

(a) In the event that a dispute arises regarding the performance or provisions of this Purchase Order or these Terms and Conditions and said dispute is not resolved by negotiations, any action resulting thereof shall be interpreted and resolved in accordance with federal common law, and federal regulations for Government contracts, and if no federal common law or federal regulation applies, then the laws of Florida shall apply, without regard to conflicts of laws. Both Parties further agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Purchase Order or these Terms and Conditions shall be brought in the United States District Court for the Northern District of Florida (or, if subject matter jurisdiction is unavailable, in the state courts of the State of Florida), and each of the parties hereto hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such suit, action or proceeding and waives any objection to venue laid therein. Process in any such suit, action or proceeding may be served on the other party anywhere in the world, whether within or without the State of Florida.

C07 WAIVER OF TRIAL BY JURY

(a) THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING IN ANY WAY TO THIS PURCHASE ORDER DUE TO THE SPECIALIZED NATURE OF GOVERNMENT CONTRACTS LITIGATION.

C08 TAXES AND ASSESSMENTS

(a) Except to the extent otherwise indicated in these Terms and Conditions, the Vendor accepts full and exclusive liability for the payment of any and all taxes and assessments that may now or hereafter be imposed by local, state, or federal governments, including without limitation all sales, use, power, gross receipts, or other taxes levied with respect to equipment furnished or work performed by the Vendor, or payments made to Vendor.

C09 INDEMNITY

(a) The Vendor hereby indemnifies and holds harmless InDyne from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

(b) The Vendor shall indemnify, defend, and hold harmless InDyne and Owner, and all of their employees and representatives, against all suits, actions, loss, damage, and expense of whatsoever kind or nature, including, but not limited to liability for injury or harm to persons, including employees of the Vendor and its subcontractors, or loss of or damage to property, including the Government property respectively (collectively, "Claims"), to the extent caused by Vendor wrongful or negligent acts hereunder, including in the use by the Vendor of any Government-furnished equipment, provided that InDyne provides the Vendor prompt notice of any Claims, permits the Vendor to control the defense of any Claims, and reasonably cooperates with the Vendor in such defense. Such indemnity obligation on the part of the Vendor shall apply whether or not there is a strict liability or concurring negligence on the part of InDyne, but the Vendor does not hereby assume liability for the sole active negligence or willful misconduct of InDyne, or its representatives without fault on the part of the Vendor.

C10 RESPONSIBILITY FOR WORK

(a) The Contractor shall have full opportunity to examine the sites referred to in the Purchase Order and associated documents, and it assumes full responsibility for performance of Work in a manner adequate to meet the required schedules. In such cases, to the extent problems are caused by the failure of the Contractor to have acquainted itself with any applicable condition, this will not entitle the Contractor to any additional compensation or time of performance for such Work hereunder.

C11 EXCLUSION OF CONSEQUENTIALS

(a) InDyne shall not be liable for any consequential, incidental, special (including multiple or punitive) or any other indirect damages, including lost profits except with respect to confidentiality obligations under this agreement and claims made by InDyne's Government customer against the Work performed by Contractor, that are claimed to be incurred by the other party whether such claim arises under contract, tort (including strict liability), indemnity or other theory of law. Notwithstanding the provisions of this section, no exclusion under this section will be applicable with a claim that is the result of InDyne's gross negligence or intentional misconduct. The provisions of this section shall survive the expiration or termination of this Purchase Order.

C12 SEVERABILITY

(a) In the event any one or more provisions (or part thereof) contained in these Terms and Conditions shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Terms and Conditions.

C13 ORDER OF PRECEDENCE

(a) In resolving conflicts, errors and discrepancies within the Purchase Order & Terms and Conditions documents, the documents shall be given the following order of precedence:

1. Purchase Order
2. InDyne Terms and Conditions
3. InDyne Statement of Work or specifications
4. RFP Attachments, including Drawings (if applicable)

(b) In case of conflict or discrepancies, errors, or omissions among the various Purchase Order and Terms and Conditions documents, notice shall be submitted immediately by the Contractor to InDyne for decision and such decision shall be final, subject to challenge, dispute and/or appeal in accordance with these Terms and Conditions. Any Work affected by such conflicts, discrepancies, errors, or omissions that is performed prior to InDyne's determination shall be at the Contractor's risk, subject to challenge, dispute and/or appeal in accordance with these Terms and Conditions.

C14 ASSIGNMENT

(a) The Contractor may not sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under the Purchase Order without the prior written consent of the Buyer; such consent shall not be unreasonably withheld. InDyne reserves the right, at its sole option and discretion, to assign this Purchase Order to the Government or to InDyne's successor or assignee without restriction.

C15 INSURANCE

(a) The Contractor shall procure and maintain for the duration of the Work being performed, including any of its subcontractors used in connection with the Work outlined in the Purchase Order to maintain the insurance policies required below. Certificate of Insurance from the Contractor must be provided to InDyne prior to the commencement of Work by any of Contractor's personnel.

(1) Commercial General Liability Insurance

(i) Coverage for third party bodily injury and property damage, including products and completed operations, contractual liability and independent contractor's liability with limits of no less than:

\$1,000,000 per Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal Injury & Advertising Injury

(ii) Such insurance shall be endorsed to add InDyne, it's directors, officers and employees and customer as required in the prime contract, as Additional Insured on both the premises and operations and products and completed operations insurance; be primary and non-contributory to any insurance maintained by InDyne; and include a waiver of subrogation in favor of InDyne and its customer when required in InDyne's prime contract.

(2) Business Automobile Liability Insurance

(i) Coverage for the use of all owned, hired and non-owned vehicles with limits of no less than:

\$1,000,000 per Occurrence

(ii) Such insurance shall be endorsed to add InDyne, it's directors, officers and employees and customer as required in the prime contract, as Additional Insured; be primary and non-contributory to any insurance maintained by InDyne; and include a waiver of subrogation in favor of InDyne and its Customer when required in InDyne's prime contract.

(3) Workers Compensation

(i) State Workers Compensation insuring the states where the Work will be performed and Employer's Liability Insurance in minimum amounts of \$500,000. Such policies shall include a Waiver of Subrogation in favor of InDyne and its Customer when required in InDyne's prime contract.

(4) Commercial Umbrella Liability

(i) Coverage is to be excess of the Commercial General Liability, Business Auto Liability and Employers Liability and shall be as broad as the primary required insurance and include InDyne, it's directors, officers, employees and customer as required in the prime contract, as Additional Insured; be primary and non-contributory to any insurance maintained by InDyne; and include a waiver of subrogation in favor of InDyne and its Customer when required in InDyne's Prime Contract,

with limits no less than:

\$4,000,000 per Occurrence
\$4,000,000 Aggregate

(5) Professional Liability and Cyber Liability

(i) If the Contractor is performing any professional Work, they shall maintain Professional Liability with limits of \$1,000,000 per claim/aggregate. If coverage is provided under any claims made policy, coverage shall be maintained for not less than 3 years following completion or termination of the Purchase Order.

(ii) The Contractor, its consultants or subcontractors are not insured or covered under any insurance maintained by InDyne. Any deductibles, self-insured retentions and exclusions or limitations in the Contractor's insurance coverage shall be assumed by and the sole responsibility of the subcontractor. The insurance policies and limits of insurance required in these Terms and Conditions shall not limit the liability of the Contractor or its subcontractors.

(iii) The Contractor's insurance shall be endorsed to provide a 30-day notice of cancellation to InDyne. The Contractor shall provide a 15-day notice to InDyne in the event of any material reduction or amendment of the required insurance. Prior to commencement of any Work and at least 15 days prior to the renewal, the Contractor shall provide evidence of the required insurance to InDyne, including evidence of any of its subcontractors. Failure of InDyne to request evidence of such required insurance is not intended to be a waiver of such required insurance.

(iv) Contractor shall defend, indemnify, and hold harmless InDyne, its officers, employees, and agents from any losses, costs, claims, causes of action, damages, liabilities, and expenses, including reasonable attorney's fees, all expenses of litigation and/or settlement, and court costs, by reason of property damage or loss or personal injury to any person caused in whole or in part by the negligent or unlawful actions or omissions of Contractor, its officers, employees, agents, suppliers, or subcontractors.

C16 PAYMENT AND PERFORMANCE BONDS

(a) Contractor shall submit a payment bond to the Buyer for Orders exceeding \$35,000, and both a payment bond and performance bond for those exceeding \$150,000.

(b) The penal amount of both bonds at the time of Contract award shall be 100 percent of the original Purchase Order price. (1) InDyne may require additional performance and payment bond protection if the Contract price is increased. The increase in protection will generally equal 100 percent of the increase in Contract price. (i) InDyne may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Buyer, within 10 days of contract award and before starting Work.

(d) The payment protection shall provide protection for the full period

of performance plus an additional one-year period. The Buyer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of Work or Goods that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be accessed via the internet at <http://www.fms.treas.gov/c570/>.

(f) Any waiver of the rights to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished Work or Goods for use in the performance of the contract.

C17 PERMITS

(a) The Contractor shall, at the Contractor's expense, obtain and maintain any permits, licenses, and other authorities issued by State and local governments for any Work performed in conjunction with this contract.

C18 DELIVERY REQUIREMENTS

(a) Transportation shall be "F.O.B. Destination" unless specified otherwise in the Purchase Order and no insurance cost shall be allowed unless authorized in writing on this Purchase Order. If Contractor is transporting/delivering Goods or transporting personnel to a jobsite on a DOD installation by truck or other vehicle, Contractor (including its subcontractors and suppliers of any kind) is hereby notified that the driver of all delivery/service vehicles attempting to enter the site; (1) Must be a U.S. Citizen (advance approval is obtained for entry by a non-U.S. citizen), (2) Must furnish proof that the vehicle operator has a currently valid driver's license, (3) Must produce proof of vehicle liability insurance in the minimum amount required by local law, (4) Must not be under the influence of any intoxicating substance, (5) Must not have any firearms or illegal weapons in the vehicle or on the person of any occupants therein, (6) Must not be a wanted fugitive or have a warrant out for their arrest, (7) Must not have any serious types of convictions within the past 3-5 years, (8) Must not be on the base debarment list, and (9) Must not have any child endangerment, or sexual predator or sexual offender conviction or status.

(b) In the event that the driver fails to satisfy the requirements outlined in C18, para. (a), then the vehicle and any Contractor personnel shall be denied entry to the DOD site and the Contractor shall remain obligated to deliver the Goods or personnel necessary to fulfill the requirements of the Purchase Order, at no additional cost to InDyne. Failure to do so shall constitute a breach hereof.

(c) Unless this Purchase Order specifies that the Supplies are "F.O.B. Origin", risk of loss or damage to Supplies provided under this order shall remain with the Seller until delivery of the Supplies to InDyne at the destination specified in this Purchase Order.

C19 RISK OF LOSS

(a) Risk of loss or damage to Goods, equipment & tools, used in the performance of this Contract, shall remain with the Contractor until final acceptance of the Work is made by InDyne.

C20 INSPECTION AND ACCEPTANCE

(a) The Contractor shall only tender for acceptance those Goods that conform to the requirements of this Purchase Order. InDyne reserves the right to test or inspect and reject any Goods or Work that have been tendered for acceptance. InDyne may require repair or replacement of nonconforming Goods or re-performance of nonconforming Work at no increase in price. If repair/replacement or re-performance will not correct the defects or is not possible, InDyne may seek an equitable price reduction or adequate consideration for acceptance of nonconforming Goods or Work. InDyne must exercise its post acceptance rights: (1) within a reasonable time after the defect was discovered or should have been discovered, and; (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Eglin AFB, Holloman AFB or Wright-Patterson AFB, or other locations specifically designated on the Purchase Order, will be the designated point of final inspection and acceptance for Goods delivered or Work performed.

C21 REPORTING REQUIREMENTS

(a) Limitations on Pass-Through Charges. Pursuant to FAR Clause 52.215-23 incorporated by reference in this order, the subcontractor or vendor is required to report to the Buyer any changes to the amount of lower-tier subcontractor or supplier effort after award of the subcontract or purchase order such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract or purchase order. The notification shall identify the revised cost of the effort and shall include verification that the lower-tier subcontractor or supplier will provide added value as related to the work to be performed by the lower-tier subcontractor(s) or suppliers.

(b) Federal Funding Accountability and Transparency Act of 2006 (FFATA). Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires prime contractors to report information on subcontract awards. The law requires all reported information be made public; therefore, notice is hereby given that the by the Act regarding this subcontract or purchase order information required award will be made public.

**SECTION D
ADDITIONAL
CLAUSES**

I. NOTICE:

(a) The following clauses in this section are from the FAR, Defense FAR Supplemental, Air Force FAR Supplemental, and the Air Force Materiel Command FAR Supplemental. “Contractor” refers to “Contractor” as defined in these Terms and Conditions, “Purchase

Order” shall be substituted for “Contract”, “Buyer” shall be substituted for “Contracting Officer”, and “InDyne” shall be substituted for “Government” whenever those terms appear in the provisions/clauses.

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

- §52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)
- §52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)
- §52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)
- §52.211-15 Defense Priority and Allocation Requirements (Apr 2008)
- §52.222-5 Construction Wage Rate Requirements – Secondary Site of the Work (May 2014)
- §52.222-6 Construction Wage Rate Requirements (May 2014)
- §52.222-7 Withholding Funds (May 2014)
- §52.222-8 Payroll and Basic Records (May 2014)
- §52.222-9 Apprentices and Trainees (July 2005)
- §52.222-10 Compliance with Copeland Act Requirements (Feb 1988)
- §52.222-11 Subcontracts (Labor Standards) (May 2014)
- §52.222-12 Contract Termination – Debarment (May 2014)
- §52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)
- §52.222-14 Disputes Concerning Labor Standards (Feb 1988)
- §52.222-15 Certification of Eligibility (May 2014)
- §52.222-16 Approval of Wage Rates (May 2014) (*Applicable if contract is for cost-reimbursable construction work*)
- §52.222-21 Prohibition of Segregated Facilities (Apr 2015)
- §52.222-26 Equal Opportunity (Apr 2015)
- §52.222-27 Affirmative Action Compliance Requirements for Construction (Apr 2015)
- §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 2014)
- §52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)
- §52.223-5 Pollution Prevention and Right-to-Know Information (May 2011)
- §52.223-6 Drug Free Workplace (May 2001)
- §52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
- §52.225-9 Buy American – Construction Materials (May 2014)
- §52.225-10 Notice of Buy American Requirement – Construction Materials (May 2014)
- §52.225-11 Buy American – Construction Materials under Trade Agreements (Oct 2019)
- §52.225-12 Notice of Buy American Requirement – Construction

- Materials Under Trade Agreements (May 2014)
- §52.225-13 Restrictions on Certain Foreign Purchases (June 2008)
- §52.227-1 Authorization and Consent (Dec 2007)
- §52.227-13 Patent Rights - Ownership by the Government (Dec 2007)
- §52.228-5 Insurance – Work on a Government Installation (Jan 1997)
- §52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- §52.236-2 Differing Site Conditions (Apr 1984)
- §52.236-3 Site Investigation and Conditions Affecting the Work (Apr 1984)
- §52.236-5 Material and Workmanship (Apr 1984)
- §52.236-6 Superintendence by the Contractor (Apr 1984)
- §52.236-7 Permits and Responsibilities (Nov 1991)
- §52.236-8 Other Contracts (Apr 1984)
- §52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)
- §52.236-10 Operations and Storage Areas (Apr 1984)
- §52.236-11 Use and Possession Prior to Completion (Apr 1984)
- §52.236-12 Cleaning Up (Apr 1984)
- §52.236-13 Accident Prevention (Nov 1991), Alternate I (Nov 1991)
- §52.236-14 Availability and Use of Utility Services (Apr 1984)
- §52.236-21 Specifications and Drawings for Construction (Feb 1997)
- §52.242-14 Suspension of Work (Apr 1984)
- §52.243-5 Changes and Changed Conditions (Apr 1984)
- §52.244-6 Subcontracts for Commercial Items (Apr 2015)
- §52.246-12 Inspection of Construction (Aug 1996)
- §52.246-21 Warranty of Construction (Mar 1994)

ADDITIONAL FAR CLAUSE FOR PURCHASE ORDERS EXCEEDING \$15K

- §52.222-36 Equal Opportunity for Workers with Disabilities (Jul 2014)

ADDITIONAL FAR CLAUSE FOR PURCHASE ORDERS EXCEEDING \$30K

- §52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013)
- §52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)

ADDITIONAL FAR CLAUSES FOR PURCHASE ORDERS EXCEEDING \$150K

- §52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
- §52.203-7 Anti-Kickback Procedures (May 2014)
- §52.222-4 Contract Work Hours and Safety Standards – Overtime Compensation (May 2014)
- §52.222-35 Equal Opportunity for Veterans (Jul 2014)
- §52.222-37 Employment Reports on Veterans (Feb 2016)

- §52.222-54 Employment Eligibility Verification (Aug 2013) (*refer to clause for applicability*)

ADDITIONAL FAR CLAUSES FOR PURCHASE ORDERS EXCEEDING \$250K

- §52.203-3 Gratuities (Apr 1984)
- §52.203-6 Restrictions on Subcontractor Sales to the Government (Sept 2006)
- §52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)
- §52.215-2 Audit and Records-Negotiation (Oct 2010)
- §52.219-8 Utilization of Small Business Concerns (Oct 2014)
- §52.223-6 Drug-Free Workplace (May 2001)

ADDITIONAL FAR CLAUSE FOR PURCHASE ORDERS EXCEEDING \$500K

- §52.204-14 Service Contract Reporting Requirements (Oct 2016)

ADDITIONAL FAR CLAUSES FOR PURCHASE ORDERS EXCEEDING \$750K

- §52.215-12 Subcontractor Certified Cost or Pricing Data- (Oct 2010)
- §52.215-13 Subcontractor Certified Cost or Pricing Data- Modifications (Oct 2010)
- §52.230-2 Cost Accounting Standards (May 2014) (if applicable)
- §52.230-6 Administration of Cost Accounting Standards (Jun 2010) (if applicable)

ADDITIONAL FAR CLAUSES FOR PURCHASE ORDERS EXCEEDING \$1.5M

- §52.219-9 Small Business Subcontracting Plan (Oct 2014) – Alternate II (Oct 2001) (applicable to large businesses)
- §52.219-16 Liquidated Damages – Subcontracting Plan (Jan 1999) (applicable to large businesses)

ADDITIONAL FAR CLAUSE FOR PURCHASE ORDERS EXCEEDING \$5M WITH A PERIOD OF PERFORMANCE OF 120 DAYS OR MORE

- §52.203-13 Contractor Code of Business Ethics and Conduct (Apr 2010)

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) CLAUSES

- §52.203-7002 Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
- §52.204-7000 Disclosure of Information (Aug 2013)
- §52.211-7003 Item Unique Identification and Valuation (Dec 2013)
- §52.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials (Sep 2014)
- §52.227-7033 Rights in Shop Drawings (Apr 1966)
- §52.244-7000 Subcontracts for Commercial Items (Jun 2013)
- §52.246-7007 Contractor Counterfeit Electronic Part Detection and

Avoidance System (May 2014)
§252.246-7008 Sources of Electronic Parts (May 2018)
§252.247-7023 Transportation of Supplies by Sea – Basic (Apr 2014)
§252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)

will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract

ADDITIONAL DFARS CLAUSES FOR PURCHASE ORDERS EXCEEDING \$250,000

§252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies (Dec 2008)
§252.223-7004 Drug-Free Work Force (Sep 1988)

ADDITIONAL DFARS CLAUSE FOR PURCHASE ORDERS EXCEEDING \$1.5M

§252.219-7003 Small Business Subcontracting Plan (DOD Contracts) (Oct 2014)

ADDITIONAL DFARS CLAUSE FOR PURCHASE ORDERS EXCEEDING \$6M

§252.203-7004 Display of Hotline Posters (Jan 2015) Contracts) (Oct 2014)

AIR FORCE FAR SUPPLEMENT (AFFARS) CLAUSES

§5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (Nov 2012)
§5352.242-9000 Contractor Access to Air Force Installations (Nov 2012)

OTHER CLAUSES IN FULL TEXT

§52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address: <https://acquisition.gov>.

§5352.223-9001 Health and Safety on Government Installations (Nov 2012)

(a) In performing work under this contract on a Government installation, the contractor shall:

(1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(2) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction