

TIDEWATER TACTICAL

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TERMS AND CONDITIONS OF PURCHASE – Orders awarded under the F&ESE TLS Program

1. Definitions.

- A. “Customer” means the recipient of the Supplies and Services, who has contracted Tidewater Tactical to provide the Supplies or Services.
- B. “FAR” means the Federal Acquisition Regulation.
- C. “DFARS” means the Defense Federal Acquisition Regulation Supplement.
- D. “Parties” means Tidewater Tactical and Seller collectively.
- E. “Purchase Order” means the instrument of contracting, to include the order form and all referenced documents (including but not limited to these terms and conditions, specifications, and regulations).
- F. “Seller” means the party to whom a Purchase Order is issued by Tidewater Tactical.
- G. “Services” means Seller’s time and effort to be rendered included on Tidewater Tactical’s Purchase Order to Seller.
- H. “Supplies” means those goods, products, materials, items, and/or equipment included on Tidewater Tactical’s Purchase Order to Seller.
- I. “Tidewater Tactical” means Tidewater Distributors LLC, acting through its authorized purchasing representative.

2. Acceptance of Purchase Order. Acceptance of the Purchase Order constitutes Seller’s unconditional agreement to these Terms and Conditions of Purchase. Seller’s acknowledgment of the Purchase Order, commencement of performance, provision of any supplies and/or services under the Purchase Order, or acceptance of payment shall be conclusive evidence of acceptance of the Purchase Order as written. Additional or differing terms proposed by Seller shall be void and have no effect unless accepted in writing by Tidewater Tactical. Any terms proposed by Seller, included with Seller’s quote, or included with Seller’s Purchase Order acknowledgment are rejected by Tidewater Tactical unless incorporated by express reference on the Purchase Order. Any reference to the Seller’s quotation on the face of a Purchase Order is for informational and administrative purposes only and does not affect the rights or obligations of either of the Parties.

3. Entire Agreement. This Purchase Order constitutes the entire agreement between the Parties. The Parties shall not be bound by any other statements or understandings, oral or written, not set forth in this Purchase Order.

4. Order of Precedence. Any inconsistency between parts of this Purchase Order shall be resolved by giving precedence in the following order: (i) the Purchase Order, including attachments and documents incorporated by reference in the Purchase Order (excluding specifications); (ii) these Terms and Conditions; (iii) the Statement of Work, if any; and (iv) specifications provided by Tidewater Tactical.

5. DOD Rated Purchase Order. If a DPAS rating is specified on the Purchase Order, this is a rated order certified for national defense use, and Seller is required to follow all provisions of the Defense Priorities and Allocations System regulation (15 CFR Part 700). Seller shall include the substance of this provision in all subcontracts Seller places in support of this Order.

6. Freight, Packaging, and Shipping.

Freight. F.O.B. Point will be listed on the Purchase Order and is as defined in the Uniform Commercial Code.

If expedited shipping is necessary to meet Purchase Order due date and the delay in shipping has been caused by the Seller, then Seller shall pay for expedited shipping costs.

Packaging. All goods provided by Seller shall be packaged, marked, and shipped in accordance with the Purchase Order. Unless otherwise specified, preservation, packaging, and packing shall be to a degree of protection to preclude damage under normal shipping conditions and handling which conform to normal commercial practices. Seller shall be liable to Tidewater Tactical for any damage resulting from improper packaging. The Seller guarantees

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that all required reports shall be delivered in legible and acceptable condition. (a) Packaging: For the purpose of reports, “immediately usable and acceptable condition” includes securing the pages together in a suitable and reasonable manner to be agreed upon by Tidewater Tactical. Boxes and/or other types of outer packaging, i.e., containers, wraps, etc., shall be suitable to the type of items being transmitted; and the mode of transportation utilized shall assure that such materials be received in an undamaged condition, in compliance with these Terms and Conditions. (b) Marking: All reports and/or other deliverable items under the Purchase Order shall be marked on the cover and cover page with the following identifiers: 1. Purchase Order Number; 2. Name of Seller; 3. Seller Address and Contact Information; 4. Part Number/Rev/Description; 5. Quantity; and 6. Unit of Measure.

Packing List. Packing lists shall be enclosed with each shipment and clearly marked with the following information, as a minimum: Contractor's name, delivery order number, job order number (if necessary), document number, delivery site, date of order, itemized list of Supplies included in the shipment, quantity ordered, quantity shipped, burdened unit price, Unit of Measure, Shelf-Life information and any other special instructions noted on the Tidewater Tactical Purchase Order. . Pricing must not appear on the packing list.

(1) “URGENT DELIVERY” or “EMERGENCY DELIVERY” for requirements with urgent or emergency deliveries; and/or
(2) “REQUIRES SPECIAL HANDLING AND/OR STORAGE” for requirements requiring special handling and/or storage.

Shipping. Seller shall make shipments in the exact quantities shown on the Purchase Order. Seller may make partial shipments only with Tidewater Tactical’s prior written consent. Seller shall not ship quantities in excess of those specified in the Purchase Order, and Tidewater Tactical is not obligated to return or pay for any excess quantities.

Shipping shall be accomplished by reasonable and suitable means that will ensure the integrity of the product delivered, in compliance with these Terms and Conditions. Copies of all shipment documents with the method of shipping, name of carrier, and the associated tracking number must be emailed to logistics@tidewatertactical.com when the package is shipped.

Seller shall notify Tidewater Tactical if any Supplies on the Purchase Order are restricted by export control laws or regulations. Seller shall provide the classification for Supplies upon request by Tidewater Tactical and provide notification of any classification changes that occur prior to shipment of any Supplies.

7. Certificate of Conformance. Seller shall provide with each shipment, signed Certificates of Conformance certifying that all items listed in the Purchase Order and delivered to the “Ship To” address conform to all applicable requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity and quality specified on the Purchase Order.

8. Delivery, Excusable Delays, Title and Risk of Loss.

Delivery. All Parties expressly agree that time is of the essence. Whenever it appears Seller will not meet the delivery schedule, Seller shall immediately notify Tidewater Tactical in writing of the reason and estimated length of the delay. This notice shall not affect Tidewater Tactical’s rights or remedies. Seller shall make every effort to avoid or minimize the delay and shall pay any additional cost incurred by either party because of late delivery. If Seller is unable to meet the delivery schedule for any reason other than a change directed by Tidewater Tactical, Tidewater Tactical may cancel the Purchase Order in accordance with the Termination clause herein. and may require Seller to pay to Tidewater Tactical the difference between Seller’s price and the price Tidewater Tactical is charged to procure the Supplies and/or Services elsewhere.

The Parties agree that the damages Tidewater Tactical may incur from delay may be difficult or impossible to determine. Consequently, if Supplies and/or Services are not provided by the delivery date specified in the Purchase Order, Tidewater Tactical may, at its sole discretion, impose liquidated damages as compensation for probable damages. If Seller fails to deliver the Supplies or perform the Services within the time specified in the Purchase Order, Seller shall, in place of actual damages, pay Tidewater Tactical in the amount of one tenth of one percent (0.1%) of the Purchase Order price of the delayed Supplies or Services per day of delay. These liquidated damages,

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in total, shall not exceed five percent (5%) of the Purchase Order price of the delayed Supplies or Services. Tidewater Tactical may set-off any amount(s) due from Seller to Tidewater Tactical under this provision against payments due to Seller under this or any other Order.

The rights and remedies of Tidewater Tactical provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity or otherwise provided under this Order.

Excusable Delays. Seller shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Seller and without its fault or negligence such as, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Seller shall not be liable for its subcontractor's delays if arising from causes beyond the control and without the fault or negligence of both Seller and such subcontractor and only when Seller could not have obtained the Supplies or Services from other sources in sufficient time to permit Seller to meet the required delivery schedule. Seller shall notify Tidewater Tactical in writing as soon as it is reasonably possible after the commencement of any excusable delay, providing details of such occurrence, and shall promptly give written notice to Tidewater Tactical upon cessation of such occurrence. Any relief shall be limited to an extension of delivery dates or times of performance to the extent caused by the excusable delay.

Title and Risk of Loss. Unless the Purchase Order specifically provides otherwise, title to Supplies and risk of loss shall remain with Seller until (i) delivery of the Supplies to a carrier, if transportation is F.O.B. Origin; or (ii) delivery of the Supplies to the delivery location specified on the Purchase Order, if transportation is F.O.B. Destination.

9. Hazardous Materials. Each Party represents that it will comply with all applicable hazardous materials laws and regulations during performance of this Order including, but not limited to, 49 C.F.R. §§ 100-180, 29 C.F.R. §§ 1910.1200, and the Toxic Substances Control Act of 1976 (15 U.S.C. §§ 2601, et. seq.), and Federal Standard No. 313F. For each shipment of Supplies, Seller shall provide Tidewater Tactical, in writing, sufficient advance warning and notice (in addition to including appropriate labels on Supplies, containers and packaging) of any hazardous or restricted material that is an ingredient or a part of the shipment, together with such special handling instructions as may be necessary to advise logistics providers, handlers of the Supplies, and personnel of how to exercise that measure of care and precaution that will comply with any applicable Laws and prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Supplies, containers and packing. Parties shall comply with the Hazard Communication Standard (29 C.F.R. § 1910.1200(g)), which requires that a Safety Data Sheet be provided with each hazardous material sold under this Purchase Order. This requirement applies to the manufacturer, the distributor, and any subsequent resellers. Seller certifies that any chemicals sold under this Order are on the Toxic Substances Control Act (15 U.S.C. §§ 2601, et. seq.) chemical inventory or are subject to an exemption, and that such exemption is specified in the Safety Data Sheet. Seller shall ensure that all hazardous material is correctly labeled at the time that the Safety Data Sheet is submitted to Tidewater Tactical.

10. Inspection/Acceptance.

Inspection. Seller shall only tender for acceptance Supplies or Services that conform to the requirements of the Purchase Order. Tidewater Tactical and/or Tidewater Tactical's Customer reserves the right to inspect or test any Supplies called for by the contract, to the extent practicable, at all places and times, including the place of manufacture, both before and after acceptance. Unless otherwise specified in the Purchase Order, Tidewater Tactical and/or Customer shall inspect Supplies within ten (10) days of receipt ("Inspection Period"). If nonconforming Supplies or Services are identified during performance of this Purchase Order or during the Inspection Period, Tidewater Tactical and/or Customer may require repair or replacement of nonconforming Supplies or reperformance of nonconforming Services at no increase in the Purchase Order price. If repair/replacement, or reperformance will not correct the nonconformance(s), Tidewater Tactical may seek an equitable price reduction or adequate consideration for acceptance of nonconforming Supplies or Services.

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Nothing herein shall be construed to limit any other remedies available to Tidewater Tactical for noncompliance under these terms and conditions.

Acceptance. Supplies shall be deemed accepted after expiration of the Inspection Period unless Tidewater Tactical notifies Seller in writing of a nonconformance during the Inspection Period.

- 11. Payment.** Payment will be made in accordance with the terms stated on the Purchase Order for the specified price and quantity of delivered Supplies and/or completed Services, after Tidewater Tactical receipt of a proper invoice. For the purpose of this clause, “delivered Supplies” or “completed Services” means Supplies or Services for which Customer has provided acceptance (as defined in Paragraph 10). Invoices shall be submitted via e-mail to accounting@tidewatertactical.com and contain the following information, at a minimum, to be considered proper: (i) name and address of Seller; (ii) invoice date and number; (iii) Tidewater Tactical Purchase Order number; (iv) description, unit of measure, quantity, unit price, and extended price by line item, if applicable; (v) proof of delivery or other evidence of delivery or completion reasonably requested by Tidewater Tactical; and (vi) evidence of Customer’s acceptance. Proof of Delivery and Packing Lists under this paragraph must be sent to logistics@tidewatertactical.com
- 12. Changes.** Tidewater Tactical may modify the Purchase Order at any time, provided that such changes are made in writing by way of a modification to the Purchase Order. If any modification will cause an increase or decrease in Seller’s cost of performance or time required for delivery, Seller shall notify the Tidewater Tactical in writing of such change within 15 calendar days after receipt of the Purchase Order modification. Seller shall proceed with performance of this Purchase Order while the Parties negotiate any adjustment.
- 13. Equitable Adjustments.** A request for equitable adjustment submitted by Seller shall include the legal basis for the request and all types of adjustments in the total amounts to which Seller asserts entitlement. Seller shall provide Tidewater Tactical sufficient detail to reasonably support Seller’s proposal for a request for equitable adjustment or for which Tidewater Tactical’s customer may require in evaluating such request. Failure of Seller and Tidewater Tactical to agree on any proposed adjustment or change claimed by Seller shall be a dispute as defined in Paragraph 21 and shall not excuse Seller from diligently proceeding with performance of this Purchase Order.
- 14. Stop Work.** Tidewater Tactical may, at any time, by written order to Seller, require Seller to stop all, or any part, of the work called for by this Purchase Order for a period of 120 days after the order is delivered to Seller, 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 Paragraph. Upon receipt of the order, Seller 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 120 days after a stop-work is delivered to Seller, or within any extension of that period to which the Parties shall have agreed, Tidewater Tactical shall either: (1) Cancel the stop-work order; or (2) Terminate the work covered by the order as provided in the Termination for Cause, or the Termination for Convenience of the Government clause as specified herein. If terminated, Tidewater Tactical shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, Seller shall resume work. Tidewater Tactical shall negotiate an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if: (1) The stop-work order results in an increase in the time required for, or in Seller’s cost properly allocable to, the performance of any part of this contract; and (2) Seller asserts its right to the adjustment within 15 days after the end of the period of work stoppage. Seller must submit any claim for adjustment within 15 days after the end of the work stoppage to Tidewater Tactical or Seller unconditionally waives such claim.
- 15. Termination for Cause.** Tidewater Tactical may terminate this Purchase Order in whole or in part at any time without liability if Seller: (i) Fails to deliver the Supplies and/or Services within the time specified in this Purchase

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Order, (ii) Fails to perform any of the other provisions of this Purchase Order; or (iii) so fails to make progress as to endanger performance of this Purchase Order in accordance with its terms. In the event of termination for cause, Tidewater Tactical shall pay Seller for Supplies and/or Services delivered and accepted prior to the termination, less an adjustment for damages and costs incurred by Tidewater Tactical as a result of Seller's breach. If Tidewater Tactical terminates part of the work under this Order, Seller shall continue performance of this Order to the extent not terminated. If, after a default termination, it is determined that Seller was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of Tidewater Tactical. The rights and remedies of Tidewater Tactical specified in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity or otherwise provided under this Purchase Order.

- 16. Termination for Convenience.** Tidewater Tactical may terminate this Purchase Order in whole or in part at any time for its sole convenience. Upon receipt of such termination, Seller shall immediately: (i) stop work as specified in the notice; (ii) place no further subcontracts or orders (referred to as subcontracts in this clause); and (iii) terminate all subcontracts to the extent they relate to the work terminated. Seller shall be paid a percentage of the Purchase Order price corresponding with the percentage of the terminated work performed prior to the notice of termination, plus Seller's reasonable expenses incurred as a direct result of the termination. No amount will be allowed for anticipated profit on the terminated work. The amount paid shall be reduced by the reasonable resale or salvage value of any undelivered work or uncompleted work in progress. Seller shall submit to Tidewater Tactical supporting documentation in sufficient detail to justify any termination payments requested by Seller. Seller will not be paid for any work performed or costs incurred that could reasonably have been avoided.
- 17. Indemnification.** Seller shall defend, indemnify, and hold harmless Tidewater Tactical, its directors, officers, and employees (for the purposes of this provision, collectively, "Tidewater Tactical"), from and against any and all claims, damages, liabilities, losses, and expenses, including but not limited to attorney's fees and expenses, of every kind and nature whatsoever, arising out of or relating to Seller's performance of the Purchase Order in each of the following instances: (i) For the acts and omissions of Seller, its employees, subcontractors, or agents, except where Tidewater Tactical is solely negligent; (ii) For the failure of Seller, its employees, subcontractors or agents to comply with any laws, regulations or ordinances; (iii) Seller's breach of the Purchase Order; (iv) any action, claim, or demand arising out of Seller's obligations under this Purchase Order; (v) For any allegation of patent, copyright, or trademark infringement or allegation of trade secret misappropriation arising from Seller's work or the Supplies. Seller shall be responsible, in addition to all other remedies available to Tidewater Tactical, to either procure the right for Tidewater Tactical and Customer to continue using the infringing Supplies, replace or modify the Supplies so that they are no longer infringing, or refund all amounts paid to Seller for the infringing Supplies.
- 18. Warranty.** Seller warrants to Tidewater Tactical and Customer that all Supplies and/or Services delivered hereunder are merchantable, meet product service conformity, product safety requirements, fit for use for the particular purpose described in the Purchase Order or any document incorporated by reference therein, and free from defects in material or workmanship for a period of one (1) year from the date of delivery or for the period of Seller's standard warranty for the Supplies and/or Services, whichever is greater. Seller shall notify Tidewater Tactical of nonconforming processes, Supplies, or Services and obtain approval for their disposition when it effects form, fit or function of the Supplies delivered under this Purchase Order. This warranty shall survive any inspection, delivery, acceptance of, or payment by Tidewater Tactical for the Supplies or Services.
- 19. Compliance with Local, State and Federal Law.** In the performance of the Purchase Order, Seller, its employees, agents, consultants, suppliers, or subcontractors (for the purposes of this provision, collectively, "Seller"):
 - A.** Shall comply with the applicable provisions of all federal, state, and local laws, executive orders, rules and regulations applicable to its performance of this Agreement, specifically including those laws applicable to the ship-to location on the Purchase Order;

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- B. Acknowledges that Tidewater Tactical's contract with Customer requires Tidewater Tactical to provide information regarding the country of origin of Supplies and hereby warrants that all information provided by Seller to Tidewater Tactical regarding the origin of Supplies shall be true, correct, and complete.
- C. Represents and warrants that it will timely pay to all subcontractors and suppliers all amounts due from Seller in connection with the performance of its obligations hereunder.
- D. Tidewater Tactical, its Customers and the U.S. Government, or their authorized representatives, shall have access to and right to examine any of Seller's facilities, non-proprietary processes and pertinent documents and records related to this Purchase Order.
- E. Seller shall retain data, records, materials, and other evidence for examination, audit, or reproduction, for five (5) years after final payment under this Purchase Order, or, if this Purchase Order is completely or partially terminated, records relating to the terminated Purchase Order shall be made available for 5 years after any resulting final termination settlement. Seller must retain records relating to disputes or to litigation (including any appeals) or the settlement of claims arising under or relating to this Purchase Order until such disputes, litigation, or claims are final.

As used in this Section, records include books, documents, procedures and practices, and other data, regardless of type and regardless of form. This does not require Seller to create or maintain any record that Seller does not maintain in the ordinary course of business or pursuant to a provision of law.

- F. Shall comply with the following clauses incorporated by reference: Equal Opportunities, 1. CFR § 60-1.4 (a)(1)-(8); Disabled Veterans and Veterans of the Vietnam Era, 41 CFR § 60-250.5; 2. Individuals with Disabilities, 41 CFR § 60-741.5. In addition, unless exempt, Seller shall comply with all affirmative action requirements and any other requirements set forth in 41 CFR Chapter 60 and all applicable Executive Orders pertaining to equal opportunity.

- 20. Disputes.** The Parties shall submit any dispute arising under or related to this Order in writing to equivalent ascending levels of management of the Parties. If the Parties cannot resolve a dispute after good faith negotiations, within 90 days from the date the written dispute is properly received by the other party, or such additional time as the Parties agree upon, in writing, either party may bring suit against the other. For purposes of all claims brought under this Purchase Order, the Parties hereby irrevocably submit to the exclusive jurisdiction of the federal and state courts located in Norfolk, Virginia. In addition, the parties waive their rights to trial by jury for all claims brought under this Agreement.

Seller shall proceed diligently with performance of the Purchase Order pending final resolution of any dispute arising under this agreement.

- 21. Release of Information and Advertising.** Seller agrees not to publicly release any information with respect to this Order or its subject matter without the prior written approval of Tidewater Tactical. Additionally, Seller shall not use Tidewater Tactical's name or in any other way identify Tidewater Tactical in any advertisement, display, news release, or other public disclosure without Tidewater Tactical's prior written consent. Information provided by Seller to Tidewater Tactical may be used by Tidewater Tactical for its contract with Customer. Tidewater Tactical may use Seller's logo and related marks for marketing materials, websites, and brochures for the purpose of promoting Seller's Supplies.

- 22. Representations and Certifications.** By accepting this Purchase Order:

- A. Seller certifies that neither Seller nor any of its principals are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by the U.S. Government;
- B. Seller represents that it and its directors, officers, and/or majority equity owners are not on any excluded or denied party lists maintained by the U.S. Government. If at any time during performance of this Purchase Order, any such party becomes listed on any such lists, Seller shall immediately notify Tidewater Tactical.
- C. If the value of the Purchase Order exceeds the threshold specified in FAR [3.808](#), Seller hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any

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person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Seller with respect to this Purchase Order, Seller shall complete and submit, prior to acceptance, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

- D. Seller represents and warrants to Tidewater Tactical and Customer that (i) Seller has not been designated as a "specifically designated national and blocked person" on the most current list published by the Office of Foreign Asset Control of the U.S. Department of the Treasury ("OFAC") (the "List"); (ii) Seller is currently in compliance with and will at all times during the term of this Purchase Order remain in compliance with the regulations of OFAC and any statute, executive order (including Executive Order 13224 - Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto; (iii) Seller shall not transfer or permit the transfer of any controlling interest in Seller to any person or entity who is, or any of whose beneficial owners are, listed on the List; and (iv) to the best of Seller's knowledge, the representations and warranties in clauses (i), (ii), and (iii) above are true and correct for all sub-suppliers, vendors, and subcontractors on whose products or services Seller will rely for any part of Seller's performance under this Agreement.
- E. *Counterfeit Parts Avoidance.* Seller represents and warrants that either a) it is the Original Equipment Manufacturer (OEM) of the Supplies listed on the Purchase Order, or b) the Seller is an authorized dealer or distributor of the Original Equipment Manufacturer (OEM) and will provide documentation of authorization (i.e., Dealer Agreement) to Tidewater Tactical immediately upon request. If at any time during execution of this Purchase Order, Seller is no longer an authorized dealer or distributor of the OEM or otherwise loses its standing with the OEM, Seller will immediately notify Tidewater Tactical. Tidewater Tactical's remedies shall include, but not be limited to, termination of the Purchase Order. In such case, if the Purchase Order has not been fulfilled Tidewater Tactical will seek alternate, authorized sources to meet its contractual obligations to the Customer. If procurement costs exceed those remaining on the Seller's Purchase Order, Seller will be liable for the excess costs.

23. Governing Law and Jurisdiction. Irrespective of the place of performance, this Purchase Order shall be construed and interpreted according to the law of the Commonwealth of Virginia without regard to that state's conflict of laws principles.

24. Survival. The "Indemnification" "Release of Information and Advertising," and "Warranty" provisions shall survive termination or cancellation of this Order. If any provision in this Order is or becomes void or unenforceable by force or operation of law, all other provisions shall remain valid and enforceable.

25. FAR and DFARS Flow-down Clauses. The following clauses are set forth or referred to in the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) and are hereby incorporated by reference. In order to make these clauses applicable to this Purchase Order unless otherwise specified herein, "Government" shall mean Tidewater Tactical, "Contractor" shall mean Seller, as defined in Paragraph 1, "Contract" shall mean the Purchase Order, and "Contracting Officer" shall mean the Tidewater Tactical Purchasing Representative. The terms "Government" and "Contracting Officer" do not change (i) in the phrases "Government Property", "Government-Owned Property", "Government Equipment", "Government-Furnished Property", and "Government-Owned Equipment"; (ii) when a right, act, authorization, or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or the contracting officer's duly authorized representative; (iii) when access to proprietary financial information or other proprietary data is required; (iv) when title to property is to be transferred directly to the Government; (v) in patent rights clauses, if any; (vi) where specifically modified as noted below; and (vii) in DFARS Clauses 252.204-7000(c), 252.227-7013, 252.227-7015, and 252.227-7037. The full text of FAR clauses can be found at <https://www.acquisition.gov/browse/index/far>. The full

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text of DFARS clauses can be found at <https://www.acquisition.gov/dfars>. "Commercial product", "commercial service", and "commercially available off-the-shelf (COTS) items all are defined at FAR 2.101. "Purchase Order Price" means the total price for all line items on the Purchase Order.

FAR Clauses

52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020) with Alt I (NOV 2021) (<i>applies if the Purchase Order Price exceeds the simplified acquisition threshold, as defined in the Federal Acquisition Regulation 2.101 on the date of subcontract award.</i>)
52.203-13	Contractor Code of Business Ethics and Conduct (NOV 2021) (<i>applies if the Purchase Order Price exceeds the threshold specified at FAR 3.1004(a) on the date of the subcontract award and the performance period is more than 120 days after the date of the Purchase Order. Refer to 252.203-7003 for the Office of the Inspector General referenced in paragraphs (c) and (d).</i>)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (NOV 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (<i>applies only to the extent that Tidewater Tactical is required to provide information on Seller's executive compensation under 52.204-10(d)(3), and requires only that Seller provide such information to Tidewater Tactical promptly on request</i>)
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) (<i>excluding paragraph (b)(2)</i>)
52.204-27	Prohibition on a ByteDance Covered Application (JUN 2023)
52.204-30	Federal Acquisition Supply Chain Security Act Orders—Prohibition (DEC 2023) (<i>excluding paragraph 52.204-30(c)(1)</i>)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (<i>applies if the Purchase Order Price is more than \$35,000 and the Purchase Order includes any items that are not COTS items</i>)
52.211-15	Defense Priority and Allocation Requirements (APR 2008)
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data - Modifications (NOV 2021) (<i>applies even when certified cost or pricing data is not required, including to Purchase Orders for solely commercial products and services</i>)
52.219-8	Utilization of Small Business Concerns (SEP 2023)
52.222-35	Equal Opportunity for Veterans (JUN 2020)
52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020) (<i>applies if the Purchase Order Price exceeds the threshold specified in FAR 22.1408 on the date of Purchase Order award</i>)

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52.222-37	Employment Reports on Veterans (JUN 2020) <i>(applies if the Purchase Order Price exceeds the threshold specified in FAR 22.1408 on the date of Purchase Order award)</i>
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) <i>(applies if the Purchase Order Price exceeds \$10,000 and will be performed wholly or partially in the United States unless exempted by E.O. 13496)</i>
52.222-41	Service Contract Labor Standards (AUG 2018)
52.222-50	Combating Trafficking in Persons (MAR 2015)
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) <i>(applies to subcontracts for exempt services)</i>
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014)
52.222-54	Employment Eligibility Verification (MAY 2022)
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) <i>(applies if the Purchase Order is subject to the Service Contract Labor Standards statute and will be performed in whole or in part in the United States)</i>
52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2022) <i>(applies if the Purchase Order is subject to the Service Contract Labor Standards statute)</i>
52.224-3	Privacy Training (JAN 2017) and Alt I (JAN 2017) <i>(applies if, in performance of this Purchase Order, Seller will (1) have access to a system of records; (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) Design, develop, maintain, or operate a system of records.)</i>
52.225-26	Contractors Performing Private Security Functions Outside the United States (OCT 2016) <i>(applies if this Purchase Order will be performed outside the United States in areas of- (1) Combat operations, as designated by the Secretary of Defense; or (2) Other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.)</i>
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations (JAN 2020) <i>(applies if the Purchase Order Price exceeds the threshold specified in FAR 26.404 on the date of Purchase Order award and is for the provision, service, or sale of food in the United States)</i>
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) <i>(applies if Seller is a small business concern)</i>
52.247-64	Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021)
52.223-13	Acquisition of EPEAT• -Registered Imaging Equipment (JUN 2014) <i>(applies if the Purchase Order includes "imaging equipment" as defined at FAR 52.223-13(a))</i>
52.223-14	Acquisition of EPEAT• -Registered Television (Jun 2014) <i>(applies if the Purchase Order includes "televisions" as defined at FAR 52.223-14(a))</i>
52.223-15	Energy Efficiency in Energy-Consuming Products (MAY 2020) <i>(applies if the Purchase Order includes "energy-efficient product" as defined at FAR 52.223-15(a))</i>

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52.223-16	Acquisition of EPEAT• -Registered Personal Computer Products (Oct 2015) <i>(applies if the Purchase Order includes "personal computer products" as defined at FAR 52.223-16(a)).</i>
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)

DFARS Clauses

252.203-7002	Requirements to Inform Employees of Whistleblower Rights (DEC 2022)
252.204-7000	Disclosure of Information (OCT 2016)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (JAN 2023) <i>(applies if covered defense information is provided by Tidewater Tactical to Seller under this Purchase Order)</i>
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support (JAN 2023)
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (JAN 2023)
252.204-7020	Notice of NIST SP 800-171 DOD Assessment Requirements (NOV 2023) <i>(applies if covered defense information is provided by Tidewater Tactical to Seller under this Purchase Order; by accepting a Purchase Order that requires access to covered defense information, Seller represents and warrants that it has completed, within the last 3 years, at least a Basic NISTSP 800-171DoD Assessment, as described in https://www.acq.osd.mil/dpap/pdi/cyber/strategically assessing contractor implementation of NIST SP 800-171.html. for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government)</i>
252.211-7003	Item Unique Identification and Valuation (JAN 2023) <i>(applies to items requiring item unique identification in accordance with paragraph (c)(1); paragraph (d) is modified to state that Seller must provide to Tidewater Tactical the data required in subparagraphs (d)(1) through (d)(14))</i>
252.223-7008	Prohibition of Hexavalent Chromium (JAN 2023)
252.225-7001	Buy American and Balance of Payments Program-Basic (JAN 2023)
252.225-7012	Preference for Certain Domestic Commodities (APR 2022) <i>(applies if the Supplies (or any component thereof) include any of the items listed in paragraph (b)(1) and none of the exceptions in paragraph (c) apply)</i>
252.225-7013	Duty-Free Entry (NOV 2023)
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) <i>(applies if the Supplies include any hand or measuring tools)</i>
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (OCT 2015) <i>(applies if performance under the Purchase Order involves support by Seller's personnel for U.S. Armed Forces deployed outside the United States in contingency operations; peace operations consistent with Joint Publication 3-07.3; or other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense)</i>

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252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (OCT 2023) <i>(applies if Seller's performance under the Purchase Order involves any work or travel outside the United States)</i>
252.225-7048	Export Controlled Items (JUNE 2013)
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006) (FEB 2024) full text available at https://www.acq.osd.mil/dpap/policy/policyvault/USA000513-24-DPC.pdf
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems-Representation (DEVIATION 2020-O0015) (full text available at https://www.acq.osd.mil/dpap/policy/policyvault/USA000827-20-DPC.pdf)
252.225-7975	Additional Access to Contractor and Subcontractor Records (DEVIATION 2024-O0003) (DEC 2023) (full text available at https://www.acq.osd.mil/dpap/policy/policyvault/USA001616-20-DPC.pdf : <i>applies if Seller's performance under the Purchase Order involves any work outside the United States and the Purchase Order Price exceeds \$50,000</i>)
252.225-7980	Contractor Personnel Performing in the United States Africa Command Area of Responsibility (DEVIATION 2016-O0008) (JUN 2016) (full text available at USA002245-16-DPAP.pdf (osd.mil)) <i>(applies if Seller's performance under the Purchase Order involves any work in the USAFRICOM area of responsibility)</i>
252.225-7987	Requirements for Contractor Personnel Performing in USSOUTHCOM Area of Responsibility (DEVIATION 2021-O0004) (FEB 2021) (full text available at https://www.acq.osd.mil/dpap/policy/policyvault/USA002821-20-DPC.pdf) <i>(applies if Seller's performance under the Purchase Order involves any work in the USSOUTHCOM area of responsibility)</i>
252.225-7993	Prohibition on Providing funds to the enemy (DEVIATION 2024-O0003) (DEC 2023) (https://www.acq.osd.mil/dpap/policy/policyvault/USA002688-23-DPC.pdf) <i>(applies if Seller's performance under the Purchase Order involves any work outside the United States and the Purchase Order Price exceeds \$50,000)</i>
252.225-7995	Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEV 2017- O0004) (SEPT 2017) (full text available at https://www.acq.osd.mil/dpap/policy/policyvault/ Class Deviation 2017-00004.pdf) <i>(applies if Seller's performance under the Purchase Order involves any work in the USCENTCOM area of responsibility)</i>
252.227-7015	Technical Data - Commercial Items (MAR 2023)
252.227-7037	Validation of Restrictive Markings on Technical Data (JAN 2023)
252.244-7000	Subcontracts for Commercial Products or Commercial Services (NOV 2023)
252.246-7003	Notification of Potential Safety Issues (JAN 2023) <i>(Applies if the Purchase Order is for parts identified as critical safety items; systems and subsystems, assemblies, and subassemblies integral to a system; or repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system; change "5" working days at 252.246-7003(c)(2) to read "3" working days.)</i>
252.247-7023	Transportation of Supplies by Sea - Basic (JAN 2023)