

TERMS AND CONDITIONS OF PURCHASE - COMMERCIAL PRODUCTS

1. Definitions.

- A. "Customer" means the entity who has contracted Tidewater Tactical to provide Supplies.
- 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. "Supplies" means those goods, products, materials, items, equipment, or services included on Tidewater Tactical's Purchase Order to Seller.
- H. "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 expressly rejected by Tidewater Tactical unless incorporated by 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.

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.

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, 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.

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. 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. 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 for Cause clause herein. 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 be liable for its subcontractor's delays unless 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. 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 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 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 at no increase in the Purchase Order price. If repair or replacement will not correct the nonconformance(s), Tidewater Tactical may seek an equitable price reduction or adequate consideration for acceptance of nonconforming Supplies or Services. 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. Price.** The price(s) set forth herein shall include all applicable Federal, State and local taxes, duties, and tariffs. Once the Purchase Order has been accepted, no additional charges shall be included in the Purchase Order price or on Seller's invoice without express written acceptance by Tidewater Tactical.
- 12. 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" means Supplies 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. Proof of Delivery and Packing Lists under this paragraph must be sent to logistics@tidewatertactical.com.
- 13. 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 Tidewater Tactical in writing of such change within 15 calendar days after receipt of the Purchase Order modification. Seller shall submit a request for equitable adjustment within 30 calendar days of its assertion in accordance with Paragraph 14

herein, to include all costs associated with the change. Seller shall proceed with performance of this Purchase Order while the Parties negotiate any adjustment.

- 14. 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 22 and shall not excuse Seller from diligently proceeding with performance of this Purchase Order.
- 15. 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.

- 16. 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 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.
- 17. 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.

- 18. 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 actual or alleged infringement of patent, copyright, intellectual property, or trademark, or allegation of trade secret misappropriation arising from Seller's work or the Supplies, and (vi) damages of any kind and nature whatsoever for property damage, personal injury, or death (including injury to or death of employees of the Indemnifying Party or any subcontractor thereof) and all expenses, costs of litigation, and attorneys' fees related thereto or incident to establishing the right to indemnification, arising out of or in any way connected to this Purchase Order, the performance thereof by the Indemnifying Party, or by any of their respective employees. 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.
- 19. Insurance.** Seller agrees to purchase and maintain at its own expense the following insurance coverages with minimum limits as stated:
- A.** Commercial General Liability: Coverage for third party bodily injury and property damage, including products and completed operations, contractual liability, and independent contractors' liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - B.** Products Liability: in an amount of no less than \$1,000,000 per occurrence covering bodily injuries or property damage arising out of defective products or work completed.
 - C.** All-Risk Property Insurance: in an amount adequate to replace property of Tidewater Tactical and/or Tidewater Tactical's customer, including supplies covered by this Order, which may be in the possession or control of Seller. Tidewater Tactical shall be named as a Loss Payee with respect to loss or damage to said property and/or supplies furnished by Tidewater Tactical.
- 20. 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, whichever is greater. Seller shall notify Tidewater Tactical of nonconforming processes, Supplies 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.
- 21. 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;

- 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.

22. 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.

23. 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 its Customers' names or in any other way identify Tidewater Tactical or its Customer 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.

24. 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 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 in the Seller's Purchase Order, Seller will be liable for the excess costs.

25. 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.

26. 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.

27. FAR and DFARS Flow-down Clauses. If this Purchase Order is placed in support of a U.S. Government Prime contract or a federally funded subcontract governed by the FAR and/or DFARS, the following flow-down clauses are incorporated by reference. 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 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.

Clauses listed below include information about the circumstances under which they are applicable only apply if the circumstances are met. If the conditions are not met (considering the nature, Purchase Order value, and Seller status), the clause does not apply and is therefore not incorporated into the Purchase Order.

TIDEWATER TACTICAL

YOUR TOTAL TACTICAL SOLUTION

FAR Clauses

Clause	Title	52.212-5 Mandatory Flow-down
52.203-13	Contractor Code of Business Ethics and Conduct (NOV 2021) <i>(applies if the Purchase Order value exceeds the threshold at FAR 3.1004 on the date of the Purchase Order award and the delivery date exceeds 120 days after the date of the Purchase Order)</i>	X
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023) <i>(applies to all Purchase Orders except those issued under contracts with the DoD, NASA, the Coast Guard, or applicable elements of the intelligence community as defined in 50 U.S.C. 3003(4))</i>	X
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	X
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) <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 if not already provided via SAM.gov)</i>	
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) <i>(applies if Seller has or will have Federal Contract Information in or transmitted through its information system(s))</i>	
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (DEC 2023)	X
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021) (excluding paragraph 52.204-25(b)(2))	X
52.204-27	Prohibition on a ByteDance Covered Application (JUN 2023)	X
52.204-30	Federal Acquisition Supply Chain Security Act Orders - Prohibition (DEC 2023) (ALT I DEC 2023) (excluding paragraph 52.204-30(c)(1))	X
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 exceeds \$35,000 and the Purchase Order includes any items that are not commercially available off-the-shelf (COTS) items)</i>	
52.219-8	Utilization of Small Business Concerns (FEB 2024) <i>(applies if there are further subcontracting opportunities under the Purchase Order)</i>	X
52.222-35	Equal Opportunity for Veterans (JUN 2020) <i>(applies if the Purchase Order value exceeds \$150,000 and will be performed wholly or partially in the United States)</i>	X
52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020) <i>(applies if the Purchase Order exceeds \$15,000; paragraph (b)(2) is revised to delete "and provided by or through the Contracting Officer" and insert "and provided upon request by the Contracting Officer through Tidewater Tactical")</i>	X
52.222-37	Employment Reports on Veterans (JUN 2020) <i>(applies when the Purchase Order is subject to 52.222-35)</i>	X
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) <i>(applies if the Purchase Order value exceeds \$10,000 and will be performed wholly or partially in the United States)</i>	X
52.222-50	Combating Trafficking in Persons (NOV 2021)	X
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-00038) <i>(applies if the Purchase Order is for delivery within the US)</i>	
52.225-1	Buy American Supplies (OCT 2022) <i>(does not apply if this Purchase Order is under a Department of Defense-issued contract)</i>	

TIDEWATER TACTICAL

YOUR TOTAL TACTICAL SOLUTION

Clause	Title	52.212-5 Mandatory Flow-down
52.225-5	Trade Agreements (NOV 2023) <i>(does not apply if this Purchase Order is under a Department of Defense-issued contract)</i>	
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)	X
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act—Covered Foreign Entities (Nov 2024)	X
52.245-1	Government Property (SEP 2021) <i>(applies if the Purchase Order involves the provision of any Government-furnished property or equipment to Seller)</i>	
52.247-64	Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) <i>(does not apply if this Purchase Order is under a Department of Defense-issued contract)</i>	X

DFARS Clauses (apply only when the ordering activity is a Department of Defense entity)

Clause	Title
252.203-7002	Requirements to Inform Employees of Whistleblower Rights (SEP 2013)
252.203-7003	Agency Office of the Inspector General (AUG 2019)
252.203-7995	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (NOV 2016)
252.204-7000	Disclosure of Information (OCT 2016) (Seller shall submit requests for authorization to release to Tidewater Tactical)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (MAY 2024) (Deviation 2024-O0013, Rev 1) <i>(applies to all Purchase Orders other than those for COTS items; applies to information provided by Tidewater Tactical to Seller that is identified as covered defense information; Seller shall (i) notify Tidewater Tactical when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and (ii) Provide the incident report number, automatically assigned by DoD, to Tidewater Tactical as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.)</i>
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 information provided by Tidewater Tactical to Seller is identified as covered defense information (“CDI”); by accepting a Purchase Order that requires access to CDI, Seller represents and warrants that it has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD 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>
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement (JAN 2023) <i>(applies if a CMMC level is indicated on the face of the Purchase Order)</i>
252.204-7024	Notice on the use of the Supplier Performance Risk System (MAR 2023)
252.211-7003	Item Unique Identification and Valuation (JAN 2023) <i>(applies if the unit cost exceeds \$5,000 or if identified as required on the Purchase Order)</i>
252.223-7008	Prohibition of Hexavalent Chromium (JAN 2023)
252.225-7001	Buy American and Balance of Payments Program—Basic (JAN 2023)

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252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2023) <i>(applies if none of the exceptions in paragraph (c) apply and the Supplies include any of the following items or components thereof: (A) aircraft, (B) missile or space systems, (C) ships, (D) tank or automotive items, (E) weapon systems, or (F) ammunition)</i>
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) and none of the exceptions in paragraph (c) apply)</i>
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>
252.225-7048	Export Controlled Items (JUNE 2013)
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime (JAN 2023)
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts) (JAN 2023)
252.246-7008	Sources of Electronic Parts (JAN 2023) <i>(applies to Purchase Orders that are for electronic parts or assemblies containing electronic parts, unless the Seller is the original manufacturer)</i>
252.247-7023	Transportation of Supplies by Sea (OCT 2024)