



W R Systems, Ltd.
Terms and Conditions of Purchase
Addendum 1

For orders placed in support of and charged to a U.S. Government Prime Contract or subcontract thereunder procuring an item meeting the Federal Acquisition Regulation (FAR) definition of a commercial item, the following clauses set forth in the FAR, or the Defense Federal Acquisition Regulation Supplement (DFARS), in effect as of the date of said Prime Contract are incorporated herein by reference. In the event of a conflict between the FAR provisions in this Addendum 1 and the W R Systems, Ltd. Terms and Conditions of Purchase, the FAR provisions of this Addendum 1 shall control. In all clauses listed herein the terms "Government" and "Contractor" shall be revised to identify properly the contracting parties under this Purchase Order. In DFARS 252.215-7003, the term "Offeror" shall mean Seller. Seller shall include the terms of this Addendum 1 in all Purchase Orders or subcontracts awarded under this Purchase Order.

The DFARS clauses set forth in 15 through 32 below are applicable only to Purchase Orders issued under Department of Defense (DoD) contracts.

1. **52.203-13** "Contractor Code of Business Ethics and Conduct" (This clause is applicable to Purchase Orders (i) that have a value more than \$5,000,000; and (ii) that have a performance period of more than 120 days.) (In Paragraph (b)(3)(i), the meaning of "agency office of the Inspector General" and "Contracting Officer" does not change; in Paragraph (b)(3)(ii) the meaning of "Government" does not change; and in Paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meaning of "OIG of the ordering agency," "IG of the agency," "agency OIG," and "Contracting Officer" do not change.)
2. **52.215-22** "Limitations on Pass-Through Charges – Identification of Subcontract Effort" (excluding Paragraph (c)(1), which is deleted from this provision) (Applicable to solicitations for cost-reimbursement Purchase Orders that exceed the simplified acquisition threshold issued under non-DoD Government solicitations issued after October 13, 2009, and to DoD Solicitations issued after such date for Purchase Orders that exceed the threshold for obtaining cost or pricing data, except solicitations for firm fixed-price (FFP) Purchase Orders, fixed-price (FP) incentive Purchase Orders, and FP Purchase Orders with economic-price adjustment.)
3. **52.215-23 & Alt I** "Limitations on Pass – Through Charges" (Include Alternate I if it is Included in the Prime Contract) (Applicable to cost-reimbursement Purchase Orders that exceed the simplified acquisition threshold issued under non-DoD Government contracts awarded after October 13, 2009, and to Purchase Orders that exceed the threshold for obtaining cost or pricing data, issued under DoD Contracts awarded after October 13, 2009, except FFP Purchase Orders, FP incentive Purchase Orders, and FP Purchase Orders with economic price adjustment.)
4. **52.219-8** "Utilization of Small Business Concerns"
5. **52.222-26** "Equal Opportunity"
6. **52.222-35** "Equal Opportunity for Veterans"
7. **52.222-36** "Affirmative Action for Workers with Disabilities"
8. **52.222-40** "Notification of Employee Rights Under the National Labor Relations Act" (Applicable to Purchase Orders that exceed \$10,000 and are issued under Prime Contracts resulting from Solicitations issued after December 12, 2010.)
9. **52.222-50 & Alt 1** "Combating Trafficking in Persons" (Include Alternate 1 if it is in the Prime Contract.)
10. **52.222-54** "Employment Eligibility Verification" (This clause is applicable to Purchase Orders (i) for construction or commercial or non-commercial services (except commercial services that are part of a purchase of a commercial off-the-shelf (COTS) item, or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and that are normally provided for that COTS item); (ii) has a value more than \$3,000; and (iii) includes work performed in the United States.)
11. **52.223-99 (OCT 2021) (Deviation (Dev.))** – "Ensuring adequate Coronavirus Disease 2019 (COVID-19) Safety

QMS-005-005-RF-006.R1	Approved by: Accounting Director	Owner: Purchasing Manager	Version: 1	Effective Date: 10/21/2025
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Protocols for Federal Contractors” (This clause is applicable to services when the contract amount is expected to be at or above \$250,000. “Covered contractors must immediately designate one or more persons to coordinate implementation of and compliance with the Guidance and the required workplace safety protocols,” do not include contracts or subcontracts under \$250,000 in value or contracts or subcontracts “solely for the manufacturing of products.” Contracts and subcontracts with Indian Tribes under the Indian Self-Determination and Education Assistance Act are excluded from this requirement, but procurement contracts or subcontracts under the FAR with Indian-owned or tribally-owned business entities are considered Covered Contracts. Further, solicitations and contracts where employees are performing work only outside the U.S. or its outlying areas are excluded from the applicability of FAR 52.233-99. All employees, except those with a permitted medical or religious accommodation, must be fully vaccinated for COVID-19 by Dec. 8; 2021 and all individuals, including employees and visitors, must immediately comply with published CDC guidance for masking and physical distancing in the workplace/sites.” This clause does not include contracts or subcontracts under \$250,000 in value or contracts or subcontracts “solely for the manufacturing of products.” Contracts and subcontracts with Indian Tribes under the Indian Self-Determination and Education Assistance Act are excluded from this requirement, but procurement contracts or subcontracts under the FAR with Indian-owned or tribally-owned business entities are considered Covered Contracts. Further, solicitations and contracts where employees are performing work only outside the U.S. or its outlying areas are excluded from the applicability of FAR 52.233-99.)

12. **52.246-1** “Contractor Inspection Requirements” (This clause is applicable to Purchase Orders for supplies or services when the contract amount is expected to be at or below \$35,000.)
13. **52.244-6** “Subcontracts for Commercial Items”
14. **52.247-64** “Preference for Privately Owned U.S.-Flag Commercial Vessels”
15. **252.204-7008** “Requirements for Contracts Involving Export-Controlled Items”
16. **252.204-7012** “Safeguarding Covered Defense Information and Cyber Incident Reporting”
17. **252.215-7003** “Excessive Pass-Through Charges – Identification of Subcontract Effort” (APR 2007) (Excluding Paragraph(c) (1) which is deleted from this provision.) (Applicable to solicitations for Purchase Orders issued under DoD solicitations issued after April 25, 2007 and before May 13, 2008, except solicitations for FFP Purchase Orders and FP Purchase Orders with economic price adjustment.)
18. **252.215-7003** “Excessive Pass-Through Charges – Identification of Subcontract Effort” (MAY 2008) (Excluding Paragraph (c) (1) which is deleted from this provision.) (Applicable to solicitations for Purchase Orders issued under DoD solicitations issued after May 12, 2008 and before October 14, 2009, except solicitations for FFP Purchase Orders and FP Purchase Orders with economic price adjustment.)
19. **252.215-7004** “Excessive Pass-Through Charges” (APR 2007) (Applicable to Purchase Orders issued under DoD contracts entered into after April 25, 2007 and before May 13, 2008, except FFP Purchase Orders and FP Purchase Orders with economic price adjustment.)
20. **252.215-7004 & Alt I** “Excessive Pass-Through Charges” (MAY 2008) (Include Alternate I if it is included in the Prime Contract) (Applicable to Purchase Orders under DoD contracts awarded after May 12, 2008, and before October 14, 2009, except FFP Purchase Orders and FP Purchase Orders with economic price adjustment.)
21. **252.223-7999** “Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009)” (This clause implements Executive Order 14042, ensuring Adequate COVID-Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985). (c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through frequently-asked questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at: <https://www.saferfederalworkforce.gov/contractors/>. (d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.)
22. **252.225-7008** “Restriction on Acquisition of Specialty Metals” (Applicable to Purchase Orders for the delivery of

QMS-005-005-RF-006.R1	Approved by: Accounting Director	Owner: Purchasing Manager	Version: 1	Effective Date: 10/21/2025
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- specialty metals as end items.)
23. **252.225-7009** “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (Excluding Paragraph (d) which is deleted from this clause.) (This clause applies to Purchase Orders under Prime Contracts awarded after July 28, 2009.)
 24. **252.225-7010** “Commercial Derivative Military Article – Specialty Metals Compliance Certificate” (This clause applies to Purchase Orders under Prime Contracts awarded after July 28, 2009.)
 25. **252.225-7014 & Alt I** “Preference for Domestic Specialty Metals” and Alternate 1
 26. **252.225-7014** (Dev. No. 2006-O0004) & Alt. 1 (Dev. No.2006-O0004) “Preference for Domestic Specialty Metals” (Dev. No.2006-O0004) and Alternate I (Dev. No. 2006 O0004) (These deviations apply to Purchase Orders under Prime Contracts awarded after November 15, 2006 and before October 26, 2007.)
 27. **252.225-7014** (Dev. No. 2007-O00011) & Alt 1 (Dev. No. 2007-O0011) “Preference for Domestic Specialty Metals” (Dev. No. 2007-O0011) and Alternate 1 (Dev. No. 2007-O0011) (These deviations apply to Purchase Orders under Prime Contracts awarded after October 25, 2007 and before January 29, 2008.)
 28. **252.225-7014** (Dev. No. 2008-O0002) & Alt I (Dev. No. 2008-O0002) “Preference for Domestic Specialty Metals” (Dev. No. 2008-O0002) and Alternate 1 (Dev. No. 2008-O0002) (These deviations apply to Purchase Orders under Prime Contracts awarded after January 28, 2008 and before July 29, 2009.)
 29. **252.227-7013** “Rights in Technical Data Non-commercial Items” (Applicable whenever any technical data for commercial items developed in part at Government expense will be provided for delivery to the Government under this Purchase Order.)
 30. **252.227-7015** “Technical Data – Commercial Items” (Applicable whenever any technical data related to commercial items developed in any part at private expense will be provided under this Purchase Order for delivery to the U.S. Government.)
 31. **252.227-7037** “Validation of Restrictive Markings on Technical Data” (Applicable whenever technical data is to be delivered under this Purchase Order.)
 32. **252.244-7000** “Subcontracts for Commercial Items and Commercial Components”
 33. **252.246-7003** “Notification of Potential Safety Issues”
 34. **252.246-7007** “Contractor Counterfeit Electronic Part Detection and Avoidance System”
 35. **252.247-7023** “Transportation of Supplies by Sea”
 36. **252.247-7024** “Notification of Transportation of Supplies by Sea”

QMS-005-005-RF-006.R1	Approved by: Accounting Director	Owner: Purchasing Manager	Version: 1	Effective Date: 10/21/2025
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DISPUTES – GOVERNMENT CONTRACTS

Any reference to “Disputes” in any applicable FAR Clause contained herein shall mean this paragraph, Disputes Government Contracts.

1. Any dispute arising under this Purchase Order relating to any decision of the Contracting Officer under the Prime Contract shall be resolved IAW paragraph 2, below. All other disputes will be resolved by the Disputes and Governing Law Section in the General Terms and Conditions of Purchase.
2. Notwithstanding any other provisions in this Purchase Order, any decision of the Contracting Officer under the Prime Contract which binds Buyer shall bind both Buyer and Seller to the extent that it relates to this Purchase Order, provided that:
 - a. The Buyer notifies with reasonable promptness the Seller of such decision and,
 - b. The Buyer, at its sole discretion, authorizes in writing the Seller to appeal in the name of the Buyer such decision at its own expense, or
 - c. If Buyer should appeal such decision, Buyer at its sole discretion offers to the Seller the opportunity at its own expense to join Buyer in such appeal.
3. Any decision upon such appeal, when final, shall be binding upon the Seller, and Seller shall have no recourse against Buyer for any damages that allegedly resulted from the decision of the Contracting Officer.
4. The Seller shall keep Buyer informed of any appeal it makes by providing copies of all pertinent documents to Buyer.
5. The Seller shall indemnify and save harmless Buyer from any and all liability of any kind incurred by or imputed to Buyer under Section 5, “Fraudulent Claims,” of the Contract Disputes Act of 1978, as amended, if Seller is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misrepresentation of fact on the part of Seller.
6. Pending any prosecution, appeal, or final decision, or settlement of any dispute arising under this Purchase Order, the Seller shall proceed diligently, as directed by Buyer, with the performance of this Purchase Order.
7. Nothing in this section “Disputes – Government Contracts,” nor any authorization or offer that may be made, shall be deemed to constitute acceptance or acknowledgment by Buyer of the validity of Seller’s claim or any part thereof, nor be deemed to limit, or in any way restrict, Buyer from taking any actions, including available remedies, it deems appropriate to protect its own interests.
8. As used in this section “Disputes – Government Contracts,” the word “appeal” means an appeal taken under the Contract Disputes Act of 1978, as amended.

QMS-005-005-RF-006.R1	Approved by: Accounting Director	Owner: Purchasing Manager	Version: 1	Effective Date: 10/21/2025
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