

1. **ACCEPTANCE OF TERMS:** The term "goods" as used in this Purchase Order ("order") includes all materials, supplies, services, or equipment that are furnished by Seller under this order. The term "Seller" as used in this order means the Vendor listed on page 1. This order constitutes an offer of purchase which may be accepted only on the terms and conditions stated on the face and reverse side of this order and the acknowledgement copy must be signed and returned promptly. Any additional, different, or inconsistent terms or conditions contained in any form of acknowledgement, acceptance, or confirmation used Seller shall be of no force or effect whatsoever, unless specifically agreed to in a separate written instrument signed by an authorized representative of Contractor Walsh Service Solutions, LLC's ("WALSH") purchasing department after the date of this Purchase Order. This Purchase Order's terms and conditions represent the parties' final agreement.
2. **INCORPORATION OF TERMS:** Seller acknowledges and agrees that these terms and conditions are incorporated in, and are a part of each proposal, purchase order, invoice, release, requisition, work order, shipping instructions, specification, and any other document, whether expressed verbally, in written form or electronic commerce relating to the sale of goods by Seller to WALSH (these documents are collectively referred to as the "Agreement").
3. **SHIPPING:** Seller shall be responsible for the proper packaging and shipment of the goods hereunder; no charge will be allowed by Seller for boxing, crating, freight, cartage, or any other incidental cost unless agreed to in a written agreement signed by an authorized representative of WALSH's purchasing department. Shipments will be prepaid via least costly common carrier, F.O.B. destination, unless otherwise stated in this order; C.O.D. shipments will not be accepted. WALSH's order number must appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence. Memorandum of contents shall be enclosed in each box or package. Shipping charges, if allowed, must be supported by copies of bills attached to invoices.
4. **TIME OF DELIVERY:** Time of delivery is of the essence to this order, therefore, this order is subject to termination by WALSH for failure to deliver the goods on time. Seller shall notify WALSH in writing immediately of any actual or potential delay or threat of delay to the timely performance of this order, including notice to Seller of any actual or potential labor dispute which delays or threatens to delay the timely performance of this order. Seller agrees to indemnify and hold WALSH harmless from any loss, penalty or damages resulting from Seller's failure to make deliveries as specified.
5. **HAZARDOUS MATERIALS/SUBSTANCES:** Seller shall identify any goods or materials containing a hazardous substance including, but not limited to, those governed by the Resource Conservation and Recovery Act, Hazardous Materials Transportation Act, and Toxic Substance Control Act and any similar acts and regulations. Each self-contained unit and carrier shall be marked to identify the existence of a hazardous material or substance and its name.
6. **VARIATION IN QUANTITY:** No variation in the quantity called for under this order will be accepted unless agreed to in writing by WALSH or unless such variation is the direct result of loading conditions, shipping limitations, packing limitations or limitations in the manufacturing processes. If any such limitations are anticipated, then those limitations should be specified in writing in advance of shipment by Seller or otherwise included in this order.
7. **PRICE:** WALSH shall receive the benefit of any general reduction in Seller's price prior to delivery. Seller shall not bill at prices higher than stated in this order. Seller warrants that the price charged for the goods covered by this order is the lowest price charged by the Seller to other buyers under conditions similar to those specified in this order. Prices shall be inclusive of all federal, state, and local taxes except those taxes from which WALSH as a purchaser is exempt or immune.
8. **PAYMENTS:** Payments for goods furnished under this order will be due thirty (30) days after the latter of (i) receipt and acceptance of goods, (ii) receipt of proper billing for such goods, and (iii) receipt of all documents required by the order, unless a shorter period of time is provided for in the Prime Contract. WALSH may but is not required to make payment for partial deliveries of goods that have been accepted by WALSH.
9. **EARLY PAYMENT:** The optional Early Payment Discount (up to 2%) of the invoice amount for early payments made within 15 days of the date of receipt of the invoice if agreed to by Vendor. When invoices subject to Early Payment Discount are not mailed on date of shipping, or are not accompanied by bills of lading, discount period will begin on the day both invoice and bill of lading are received by WALSH.
10. **QUALITY & INSPECTION:** The goods supplied hereunder shall be of good quality, free from any faults and defects, in conformance with all applicable requirements of the plans, standards, specifications, and special provisions attached hereto and made a part hereof and shall at all times be subject to WALSH's inspection before acceptance by WALSH. However, WALSH's inspection or failure to inspect shall not relieve Seller of any of its obligations, representations or warranties hereunder. If the goods fail to conform to WALSH's specifications or are otherwise defective, then Seller shall promptly replace same at Seller's sole expense. No payment for or acceptance of goods by WALSH hereunder shall constitute a waiver of any of the foregoing nor shall anything contained herein be construed to exclude or limit any of Seller's warranties that may be implied by law.
11. **ACCEPTANCE OF GOODS:** Acceptance of goods occurs at the time the goods are delivered to the location shown on this order and when WALSH has had a reasonable opportunity to inspect the goods for conformance. Acceptance shall not be deemed to cover latent defects, which were not obvious or known at the time of inspection. In no event shall WALSH be liable to Seller for any consequential damages. Any goods rejected by WALSH for any reason may be held, transported and/or stored by WALSH at Seller's sole expense. For any items delivered in error or in excess of the quantity ordered or authorized, WALSH reserves the right to return said items at Seller's expense. Seller agrees to hold WALSH harmless for any damages, costs, destruction, or other loss that may occur during such return. Seller shall promptly reimburse WALSH for any expense that WALSH has advanced on Seller's behalf in holding, transporting and/or storing, rejected or nonconforming goods.
12. **RIGHT TO INSPECT PLANT & WORK:** WALSH may, at reasonable times, inspect the part of the plant or place of business and work in progress of a Seller or any subcontractor which is related to the performance of this order.
13. **WAIVER:** The waiver of any breach of the terms of this order by WALSH shall not constitute a waiver of any of its terms or any subsequent breach, nor shall any payment for goods delivered constitute such waiver.
14. **WARRANTY:** Seller warrants that all goods supplied under this order are new, conform to all applicable drawings, specifications, descriptions, and samples furnished to or supplied by Seller; shall be free from defects in design, material, and workmanship; and shall be merchantable quality and fit for the intended purpose within the meaning of the Uniform Commercial Code. Seller shall honor standard commercial guarantees and warranties offered by the manufacturer, and any other specific warranty or guarantee specified elsewhere in this order. Further, Seller warrants that the goods will be manufactured in compliance with all applicable federal, state, and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval, or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination. There shall be no exclusion of Seller's liability for incidental or consequential damages. WALSH reserves the right to return, at Seller's expense (including transportation both ways), any materials not in accordance with WALSH's specifications, or shipping contrary to instructions, or in excess of the quantities herein provided, or substituted for merchandise herein described, or allegedly violating any statute, ordinance or administrative order, rule or regulations, or allegedly infringing any trademark, patent or copyright. WALSH may charge to Seller its expense of unpacking, examining, repacking, storing, and reshipping any rejected material. WALSH may at its option, require Seller to grant a full refund or credit to WALSH, in lieu of replacement, for any item WALSH is entitled to reject, and to exercise all other rights under the Uniform Commercial Code and any other applicable statutes.
15. **LIENS OR CLAIMS:** Seller warrants that the goods furnished under the terms of this order are unencumbered and not subject to any liens or claims and Seller agrees to indemnify WALSH for any such lien claims that are related to its work under this order.
16. **ASSIGNMENT:** This order, including the right to receive payment of, is not transferable, or otherwise assignable without the express prior written consent of WALSH.
17. **AUTHORITY:** Each Seller signatory on this Purchase Order represents that it has all requisite authority to execute this agreement on behalf of its principal and that the terms and conditions of this Purchase Order are fully enforceable against its principal. Seller is cautioned that instructions contrary to the provisions of this order, which are received from any WALSH employee without proper authority are not valid or binding on WALSH.
18. **CHANGES:** No modification of any of the terms or conditions of this order, including, but not limited to, delivery, price, quality, quantities, and specifications, will be effective without the prior written consent of WALSH. WALSH may direct changes to this order in writing at any time and without invalidating any of the terms herein.
19. **INDEMNIFICATION:** Seller agrees to hold harmless WALSH, its Board of Directors, officers, agents and employees from, and to defend it against, any and all liens or claims arising from the purchase, installation, manufacturing, and/or use of the goods or services which are furnished by the Seller under this order. Seller is an independent contractor and is responsible for complying with all applicable employment laws for its employees. Seller assumes all risk of damages or injury to Seller's own employees, property or person acting for or on behalf of Seller from whatever cause. Nothing herein shall be construed to relieve WALSH from liability arising solely as a result of its own gross negligence.
20. **FORCE MAJEURE:** Seller or WALSH may delay delivery or acceptance occasioned by causes beyond Seller's or WALSH's reasonable control, such as unusually severe weather, floods, epidemics, war, riot, exercise of police power, condemnation, eminent domain, or other events beyond the control of either party. If such delay exists beyond a period of five (5) working days, WALSH, at its own option, shall have the right to: (a) terminate the order, in whole or in part, (b) suspend the order for the duration of the delaying cause, (c) resume performance under the Order once the delaying cause ceases, (d) or extend the effective dates up to the length of time the contingency endured, all without liability to the Seller.

21. **TERMINATION/SUSPENSION FOR CONVENIENCE OR DEFAULT:** WALSH may, by written notice stating the extent and effective date, suspend or terminate this order for convenience, in whole or in part, at any time. In the event of termination, WALSH shall pay the Seller for the cost of performance up to the date of termination as follows: (1) the unit or pro rata price for the delivered and accepted portion; (2) a reasonable amount, as approved by WALSH, not otherwise recoverable from other sources by the Seller with respect to the undelivered, unperformed or unaccepted portion of the order; provided compensation hereunder shall in no event exceed the total order price. WALSH may, by written notice, terminate the order for Seller's default, in whole or in part, at any time, if (a) the Seller refuses or fails to comply with the provisions of the order or (b) the Seller provides defective or deficient goods, or (c) the Seller fails to make progress as agreed and fails to cure such failure within a reasonable period of time or fails to make delivery or to perform within the time specified or any written extension thereof. In the event of default, Seller shall be liable for all damages incurred by WALSH, including but not limited to, the cost of inspections, receipt, transportation, care, custody and cover cost. Seller shall also be liable for all consequential damages incurred by WALSH that are related to such breach. If performance is delayed through no fault, and for reasons beyond the reasonable control of the Seller, an extension of time may, at WALSH's sole discretion, be granted for completion. If a delay is determined to have been caused by WALSH, the time for performance, and the price of the order may be subject to adjustment. Seller shall in any event notify WALSH without delay when Seller has reason to believe performance will or may be delayed.
22. **ROYALTIES, LICENSES, & PERMITS:** Seller shall pay all royalties and fees to obtain licenses and permits relating to items provided in this order.
23. **RETENTION, EXAMINATION & AUDIT OF RECORDS:** WALSH and the Owner or their agents may, at reasonable times and places, examine, copy, and audit the books and records of the Seller to the extent that the books and records relate to this order or any cost and pricing data related to this order. The Seller shall maintain books and records that relate to the order for three (3) years after the date of final payment under the order or as otherwise provided herein, whichever is longer.
24. **PATENTS & COPYRIGHTS:** Unless otherwise provided in this order, any discovery or invention or copyrightable materials developed in the course of or resulting from work carried on under this order shall be the property of WALSH.
25. **DISPUTES:** Any disputes between Seller and WALSH concerning this order shall be decided by arbitration in the county where the project is located before a single arbitrator. The arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to the Construction Industry Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. The arbitrator shall, in the Award, allocate the arbitration costs, the fees of the arbitrator, and the reasonable attorneys' fees to the prevailing party. For any matters that must be brought in litigation, the prevailing party shall similarly recover, in addition to damages, the costs, expenses, and reasonable attorney's fees incurred in the action including any appeals. Unless otherwise agreed in writing, Seller agrees to continue performance of this order pending final resolution of the dispute process.
26. **GOVERNMENT SUPPLY SOURCES.** If any terms and conditions stated herein conflict with the terms and conditions of a government supply source, the terms and conditions of the government supply source takes precedence.
27. **EQUAL EMPLOYMENT OPPORTUNITY.** WALSH does not discriminate against any employee or applicant for employment because of race, age, religion, sex, national origin, handicap, or veteran status. This policy extends to employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Furthermore, it is the policy of this Company to cooperate to the fullest extent with applicable rules, regulations and orders issued pursuant to Executive Order 11246 as amended; Executive Order 11701; as amended; Section 503 of the Rehabilitation Act of 1973; Veteran Era Veterans Readjustment Act of 1972, as amended; and the Civil Rights Act of 1964, it is intended that all officers and employees of this Company be informed of this statement of policy, and the policy shall be applied to every employee recruitment, including employment agencies and advertising agencies.
28. **INCORPORATION OF PRIME CONTRACT:** The Prime Contract, including all exhibits, attachments, legal, and regulatory requirements are hereby incorporated by reference into this order. A copy of the Prime Contract is available upon request.

#### Prime Contract Flow Downs:

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.244-6 Subcontracts for Commercial Products and Commercial Services (Dec 2022)

(a) Definitions. As used in this clause—Commercial product, commercial service and commercially available off-the-shelf item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101. Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) ( 41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).

(iv) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) , other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(v) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(vi) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vii) 52.219-8, Utilization of Small Business Concerns (Oct 2022) ( 15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(viii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(ix) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).

(x) 52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38 U.S.C.4212(a));

(xi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)( 29 U.S.C.793).

(xii) 52.222-37, Employment Reports on Veterans (Jun 2020) ( 38 U.S.C.4212).

(xiii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(xiv)(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) ( 22 U.S.C. chapter 78 and E.O. 13627). (B) Alternate I (Mar 2015) of 52.222-50( 22 U.S.C. chapter 78 and E.O. 13627).

(xv) 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (Jan 2022), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.

(xvi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62

(xvii)(A) 52.224-3, Privacy Training (Jan 2017) ( 5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f). (B) Alternate I (Jan 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).

(xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xix) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Nov 2021) , if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xx) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

25. DISPUTES: Any disputes between Seller and WALSH concerning this order shall be decided by arbitration in the county where the project is located before a single arbitrator. The arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to the Construction Industry Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. The arbitrator shall, in the Award, allocate the arbitration costs, the fees of the arbitrator, and the reasonable attorneys' fees to the prevailing party. For any matters that must be brought in litigation, the prevailing party shall similarly recover, in addition to damages, the costs, expenses, and reasonable attorney's fees incurred in the action including any appeals. Unless otherwise agreed in writing, Seller agrees to continue performance of this order pending final resolution of the dispute process.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract. (End of clause)

**CLAUSES INCORPORATED BY REFERENCE**

Equal Opportunity Clauses: Incorporation of Executive Order 11246, Section 503 and VEVRAA equal opportunity clauses by reference:

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans, prohibit discrimination against qualified individuals with disabilities, and prohibit discrimination against individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

Notice of Employee Rights Under the National Labor Relations Act

This Contractor and Subcontractor shall also abide by the requirements of the Notification of Employee Rights Under Federal Labor Laws; Appendix A to 29 CFR Part 471, Subpart A.

52.203-7 Anti-Kickback Procedures

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

52.204-2 Security Requirements

52.214-26 Audit and Records-Sealed Bidding

52.214-27 Price Reduction for Defective Cost or Pricing Data-Modifications -Sealed Bidding

52.214-28 Subcontractor Certified Cost or Pricing Data-Modifications-Sealed Bidding

52.222-4 Contract Work Hours and Safety Standards Act-Overtime Compensation

52.222-6 Construction Wage Rate Requirements

52.222-7 Withholding of Funds

52.222-8 Payrolls and Basic Records

52.222-9 Apprentices and Trainees

52.222-10 Compliance with Copeland Act Requirements

52.222-11 Subcontracts (Labor Standards)

52.222-12 Contract Termination-Debarment

52.222-14 Disputes Concerning Labor Standards

52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations

52.222-15 Certification of Eligibility

52.222-25 Affirmative Action Compliance

52.222-41 Service Contract Labor Standards

52.230-2 Cost Accounting Standards

52.230-3 Disclosure and Consistency of Cost Accounting Practices

52.232-27 Prompt Payment for Construction Contracts

52.244-2 Subcontracts

**ADDITIONAL CLAUSES INCORPORATED BY REFERENCE UNDER THE APPLICABLE CONTRACT**