

## General Terms & Conditions - Purchase Order

### 1. DEFINITIONS

Unless otherwise indicated, the following terms shall have the meanings below:

- (a) Government means the United States of America and includes the U.S. Department of Energy (DOE), the National Nuclear Security Administration (NNSA), or any duly authorized representative thereof.
- (b) Triad means Triad National Security, LLC, acting under Contract No. 89233218CNA000001 with DOE/NNSA.
- (c) Subcontractor means the person or organization that has entered into this Agreement with Triad.
- (d) Agreement means these General Terms and Conditions and the Purchase Order, and any supplement and/or Modification thereof.
- (e) Procurement Specialist means Triad's cognizant Acquisition Services Management Division representative.
- (f) Item means "commercial item" and "commercial component" as defined in FAR 2.101.

### 2. RESOLUTION OF DISPUTES

The parties agree that Subcontractor shall submit a written claim to the Procurement Specialist, which details the dispute. The Procurement Specialist shall provide a written response to the claim within 60 days of receipt. The Procurement Specialist's decision shall be final and conclusive, unless the Subcontractor requests mediation within 45 days of receipt of the Procurement Specialist's written response. No other method for resolution of disputes shall be allowed. There shall be no interruption in the performance of the work, and Subcontractor shall proceed diligently with the performance of this Agreement pending final resolution of any dispute arising under this Agreement between the parties hereto.

### 3. ACKNOWLEDGEMENT/ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no other additional or conflicting terms submitted by Subcontractor shall be deemed a part hereof unless accepted in writing by Triad's Procurement Specialist. Subcontractor's delivery of supplies under Triad's Purchase Order shall constitute acceptance of these terms and conditions without modification. Any change, amendment or modification must be in writing and executed by Triad's Procurement Specialist.

### 4. WARRANTY AND INSPECTION

a. Goods. In addition to the warranties provided for under the Uniform Commercial Code, Subcontractor warrants that all goods, equipment, and materials furnished under this subcontract shall be new, of clear title and of the most suitable grade of their respective kinds for their intended uses unless otherwise specified. They shall be free from defects, will conform with all requirements of this Order, and, unless manufactured solely in accordance with Triad certified manufacturing designs, will be free from defects in design. Any goods corrected or replaced will be covered by this warranty. Subcontractor agrees to notify Triad's Procurement Specialist immediately upon becoming aware of a potential problem with goods previously delivered to Triad. Nonconforming goods will be replaced or corrected at Subcontractor's expense. All workmanship shall be first class and performed in accordance with sound industry practices acceptable to CONTRACTOR.

b. Services. Subcontractor warrants that all services will be performed with the highest standard of professional service, be free from defects, conform to the requirements of this Purchase Order, and be performed in strict compliance with any specified regulatory or international standards. Any services corrected or re-performed will be covered by this warranty. Triad's rights regarding inspection and acceptance of services under this agreement shall be equivalent to those provided for inspection of goods under the Uniform Commercial Code. Nonconforming goods or services will be replaced, corrected, or re-performed at Subcontractor's expense.

### 5. TITLE AND RISK OF LOSS

Except as otherwise provided, title and risk of loss to goods furnished under this agreement shall pass to the Government, as applicable, upon shipment. However any loss or damage, shown to result from SUBCONTRACTOR'S nonconforming packaging or crating shall be borne by SUBCONTRACTOR.

### 6. SHIPPING

Unless otherwise specified, all goods shall be shipped addressed to: Triad National Security, LLC for US DOE/NNSA, SM 30 Warehouse, Bikini Atoll Road, Los Alamos NM 87545. All shipments must have the Electronic Purchase Order number clearly visible on the outside of each packaged and contained on any shipping papers, packing slips or other documents included with each package.

### 7. COMPLIANCE WITH LAWS

Subcontractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Compliance shall be a material requirement of this Agreement. Subcontractor shall, without additional Triad expense, be responsible for obtaining any necessary licenses and permits. Subcontractor shall include this clause in all subcontracts, at any tier, involving the performance of this Agreement. In the event that any actions that result in fines and/or penalties are taken by a local, state, or federal agency against Triad or the Government for a regulatory and/or permit noncompliance that resulted from a failure of Subcontractor to perform in accordance with this Agreement or local, state, or federal law, Subcontractor shall reimburse Triad or the Government for the amount of the resultant fine and/or penalty including the cost of any additional work required as a result of the enforcement action to the extent caused by Subcontractor's negligence and/or failure. Triad may withhold such amounts from the future payment due Subcontractor.

### 8. TERMINATION

Triad may at any time, by written notice to the Subcontractor, terminate this Agreement in whole or in part either for the convenience of Triad or for default. In the event of termination for convenience, Triad shall be liable for payments to Subcontractor only for cost for

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performance rendered up to the effective date of termination. Termination costs shall be determined in accordance with FAR 52.249-1. In no event will payments be made for anticipatory profits or consequential damages as a result of a termination of this Agreement. Triad may terminate this order in whole or in part for default if Subcontractor fails to deliver goods conforming to the requirements of this order, or in the event of the suspension, or debarment of Subcontractor from participation in Federal or state procurement(s). Subcontractor shall provide immediate notice to Procurement Specialist in the event of being suspended, debarred or declared ineligible by any agency or department of the Government, or upon receipt of a notice of proposed debarment from any agency or department of the Government or any State, during the performance of this Agreement. In the event that this order is terminated for default, Subcontractor shall be liable to pay to Triad all amounts incurred for re-procurement of items provided for in the Purchase Order, in addition to any other remedies provided by law or this Agreement.

### 9. PUBLIC RELEASE OF INFORMATION

Triad does not endorse products or services. Subcontractor agrees not to use Triad's name, the name Los Alamos National Laboratory (LANL), the name of any of its projects or programs, or identifying characteristics of any of these for advertising or in any way, that implies endorsement by Triad National Security, LLC, LANL, or DOE. Any media releases concerning this Agreement are prohibited without prior written consent of the Procurement Specialist.

### 10. PAYMENT

Ariba Network for Suppliers: for detailed payment information or inquiries concerning invoices and payment please access the Ariba Network account for your organization at <https://supplier.ariba.com/> or email your questions to [apcustomerservice@lanl.gov](mailto:apcustomerservice@lanl.gov). Payment will be made in US Dollars.

### 11. CHANGES

Triad may, at any time, by a written order make changes within the general scope of the Purchase Order. If any such change causes an increase or decrease in the cost of or the time required for, the delivery of items specified under the Purchase Order, whether changed or not changed by any such order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly. Any claim by the Subcontractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Subcontractor of a written notification of change from Triad. Triad may receive and act upon any such claim asserted at any time prior to final payment under this Purchase Order. Nothing in this clause shall excuse the Subcontractor from proceeding with the Purchase Order as changed.

### 12. SC-172 Mitigating Supply Chain Risk [Aug 2023] as derived from DOE-H-2046

DOE/NNSA utilizes a Supply Chain Risk Management (SCRM) Program to identify, assess, and monitor supply chain risks of critical vendors. The CONTRACTOR may use any information, public and non-public, including all-source intelligence for its analysis. The SUBCONTRACTOR agrees that the CONTRACTOR, at its own discretion, perform audits of supply chain risk processes or events consistent with other terms in the contract regarding access to records and audits. An onsite assessment may be required. Through the information obtained from a SCRM program, DOE may assess vendors and products through multiple risk lenses such as national security, cybersecurity, compliance, and finance. If supply chain risks are identified and corrective action becomes necessary, mutually agreeable corrective actions will be sought based upon specific identified risks. Failure to resolve any identified risk may result in subcontract termination.

### 13. INCORPORATION BY REFERENCE

This Agreement incorporates certain provisions by reference. These articles and clauses apply as if they were set forth in their entirety. For the purposes of the FAR, DEAR provisions, and DOE Orders incorporated by reference, "Contractor" means Subcontractor; "Government" shall mean Triad and/or Government; and "Contracting Officer" means Triad's Procurement Specialist.

FAR 52.203-7 Anti-Kickback Procedures (May 2014)

FAR 52.203-12 Limitation On Payments To Influence Certain Federal Transactions (Jun 2020)

FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Oct 2010)

FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (July 2018)

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

FAR 52.222-21 Prohibition of Segregated Facilities (Apr 2015)

FAR 52.222-26 Equal Opportunity (Sep 2016)

FAR 52.222-35 Equal Opportunity for Veterans (Oct 2015)

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

FAR 52.222-37 Employment Reports on Veterans (Feb 2016)

FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

FAR 52.222-50 Combating Trafficking in Persons (Mar 2015)

FAR 52.225-1 Buy American Act – Supplies (May 2014)

FAR 52.227-3 Patent Indemnity (Apr 1984)

FAR 52.232-39 Unenforceability of Unauthorized Obligations (June 2013)

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

FAR 52.244-6 Subcontracts for Commercial Items (Aug 2018)

FAR 52.247-64 Preference for Privately Owned U.S. -Flag Commercial Vessels (Feb 2006)