

- (a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that can demonstrate to the satisfaction of MGL Federal using its standard record keeping system, have conform with requirements of this purchase order MGL Federal reserves the right to inspect, or test resulted from the termination. The Contractor shall not be required to comply with the cost any supplies or services that have been tendered for acceptance. MGL Federal may require repair or accounting standards or purchase order cost principles for this purpose. The paragraph does not replacement of non-conforming services at no increase in purchase order price. MGL Federal must give MGL Federal any right to audit the Contractor's records. The Contractor shall not be paid for any exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered; work performed, or costs incurred which reasonably could have been avoided. and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect of the item.
- (b) **Disputes.** This purchase order is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613). Failure of the parties to this purchase order to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this purchase order shall be a dispute to be resolved in accordance with clause at FAR 52.233-1, Disputes which is incorporated herein by reference. The Contractor shall proceed diligently with the performance of this purchase order, pending final resolution of any dispute arising under the purchase order.
- (c) **Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (d) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the contractor and without its fault or negligence, such as acts of God or the public enemy, acts of A FSC in its contractual capacity fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Purchasing Manager in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrences with all reasonable dispatch, and shall promptly give written notice to the Purchasing Manager of the cessation of such occurrence.
- (e) **Invoice.** (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the purchase order to receive invoices. An invoice must include
- (i) Name and Address of the Contractor.
 - (ii) Invoice date and number.
 - (iii) Purchase Order Number, line-item number and if applicable, the order number.
 - (iv) Description, Quantity, unit of measure, unit price and extended price of the items delivered.
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment
 - (vi) Terms of any discount for prompt payment offered.
 - (vii) Name and Address of official to whom payment is to be sent.
 - (viii) Name, title and phone number of person to contact in the event of defective invoice.
- (f) **Patent Indemnity.** The contractor shall indemnify MGL Federal and its officers, employees, and agents against liability, including costs for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this purchase order, provided the Contractor is reasonably notified of such claims and proceedings.
- (g) **Payment.** Payment shall be made for items accepted by MGL Federal that have been delivered to the delivery destinations set forth by this purchase order. Standard terms are Net 30 from the date the invoice is approved by MGL Federal. **Please submit invoices by 12:00PM on the second working day of the month.** Invoices received after this established deadline will be considered late and are subject to Net 30 payment terms.
- (h) **Risk of Loss.** Unless the Purchase Order specifically provides otherwise, risk of loss or damages to the supplies provided under this Purchase Order shall remain with the Contractor.
- (i) **Taxes.** The Purchase Order price includes all applicable Federal, State, and local taxes and duties.
- (j) **Termination for MGL Federal convenience.** MGL Federal reserves the right to terminate this Purchase Order, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Purchase Order, the Contractor shall be paid a percentage of the Purchase Order price reflecting the percentage of the work performed prior to the notice of the termination, plus reasonable charges the Contractor
- (k) **Termination for cause.** MGL Federal may terminate this Purchase Order, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the purchase order's terms and conditions, or fails to provide MGL Federal upon request, with adequate assurance of future performance. In the event of termination for cause, MGL Federal shall not be liable to the Contractor for any amount of supplies or services not accepted, and the Contractor shall be liable to MGL Federal for any and all rights and remedies provided by law. If it is determined that MGL Federal improperly terminated this Purchase Order for default, such termination shall be deemed a termination for convenience.
- (l) **Title.** Unless specified elsewhere in this Purchase Order, title to items furnished under this Purchase Order shall pass to the Government, upon acceptance by MGL Federal, regardless of when is or where MGL Federal takes actual possession.
- (m) **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit to use for the particular purpose described in this purchase order.
- (n) **Limitation of Liability.** Except as otherwise provided by an express warranty, the Contractor shall not be liable to MGL Federal L for consequential damages resulting from any defect or deficiencies in accepted items.
- (o) **Other compliances.** The Contractor shall comply with all applicable Federal, State and, local laws, executive orders, rules, and regulations applicable to its performance under this Purchase.
- (p) **Compliance with laws unique to Government contract.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58 Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 41 C.F.R. Section 60- 1.4(a)(7), 60-250.5, 60-300.5 and 60- 741.5, if applicable; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (q) **Order of precedence.** Any inconsistencies in this solicitation or Purchase Order shall be resolved by giving precedence in the following order: (1) The schedule of supplies/services; (2) The

Assignments, Disputes, Payments, Invoice, other compliance, and compliance with laws unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or Purchase Order; including any license agreements for software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7); other documents; and (8) the specification.

- (r) **Travel.** Travel must be authorized by the Purchase Order, performed in accordance with the GSA Joint Travel Regulations (JTR)(FAR 31.205-46) and limited as follows in order to charge directly to the contract; (1) MGL FEDERAL Core business hours are 8AM-6PM, Monday – Friday. Travel within those core business hours, is direct billable. Travel outside of these core hours is not direct billable lacking written authorization by MGL Federal Management. (s)Upon acceptance of the PO, Contractor agrees (1) not to exceed the hours allocated, (2) not to exceed the funds allocated, and (3) not to exceed the period of performance without appropriate modification to the PO.
- (s) **Upon acceptance of the PO,** Contractor agrees (1) not to exceed the hours allocated, (2) not to exceed the funds allocated, and (3) not to exceed the period of performance without appropriate modification to the PO.
- (t) **Conflicts of Interest:** Contractor during the term of this Agreement and for twelve (12) months following the expiration of this Agreement, shall not, without prior written approval from MGL Federal:
- (1) establish corporate entities whose products or services are in direct competition with MGL Federal.
 - (2) recruit current employees or consultants of MGL Federal for duties or employment with other firms or with seller without the express written consent of MGL Federal.
 - (3) represent a conflict of interest without prior disclosure to MGL Federal.
- Note: For purposes of this document the term Contractor shall mean Supplier, Vendor, Consultant, Subcontractor, Seller and/or Independent Contractor. (End of Clause).