

iRF – Intelligent RF Solutions Purchasing Terms and Conditions

1. Acceptance

The purchase order, including these terms and conditions, constitutes the entire agreement between the parties. All other offers and negotiations are superseded.

2. Independent Contractors

The parties have entered into this agreement solely as independent contractors and nothing contained herein shall be construed as giving rise to a joint venture, partnership, or other form of business organization.

3. Export / Import Controls

The parties agree to comply with all applicable export controls laws, including the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR).

4. Counterfeit Detection and Avoidance

No counterfeit parts shall be delivered under this purchase order. Seller shall only use materials from the Original Equipment Manufacturer (OEM), Original Component Manufacturer (OCM), or a reseller authorized by the OEM/OCM, unless Seller is the original manufacturer of a commercial item. Seller shall maintain documentation of traceability to the OEM/OCM for a period of 5 years and provide copies to iRF upon request.

Seller should notify iRF immediately if it becomes aware of or suspects that it furnished counterfeit items under this purchase order.

General Purchasing FAR and DFARS Flow Downs

The following FAR and DFARS clauses are applicable to this purchase order and are incorporated by reference with the same force and effect as if they were included in full text:

FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAY 2018)

FAR 52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014)

FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015) (Applies only when referenced in this purchase order that full CAS coverage applies.)

FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015) (Applies only when referenced in this purchase order that modified CAS coverage applies.)

FAR 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS (OCT 2015) (Applies only when referenced in this purchase that modified CAS coverage applies.)

FAR 52.230-5 COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS (AUG 2016) (Applies only when referenced in this purchase that this CAS clause applies.)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2018)

DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (FEB 2014)

DFARS 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)

DFARS 252.227-7015 TECHNICAL DATA -- COMMERCIAL ITEMS (FEB 2014)
(Applies to commercial items delivered under this purchase order)

DFARS 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

DFARS 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP 2016)

DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)

DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016)

DFARS 252.246-7008 SOURCES OF ELECTRONIC PARTS (JUL 2018)