

GENERAL PROVISIONS FOR COMMERCIAL CONTRACTS

- 1. INTERPRETATION.** The terms and conditions stated in this Contract shall constitute the entire agreement between the Buyer and the Seller, and no modification thereof shall be binding upon the Buyer unless made in writing and signed by its Authorized Procurement Representative. By shipping the supplies, or by acknowledging receipt of this Contract, or by performing the described work, Seller agrees to such terms and conditions. Reference to any form or communication of the Seller shall not be deemed to be an acceptance by the Buyer of any modifications or additions to the terms and conditions herein. Any different or additional terms or conditions in any proposal, acknowledgment form or any document of Seller are hereby superseded by this Contract. Failure of either party (Buyer or Seller) to insist on strict performance of any terms and conditions herein shall not be deemed a waiver of that term or any right or remedy of that party.
- 2. INSPECTION / ACCEPTANCE.** The Seller shall only tender for acceptance those items that conform to the requirements of this contract. The Buyer reserves the right to inspect or test any supplies or services that have been

19. EQUAL OPPORTUNITY. Buyer is an equal opportunity employer and federal contractor or subcontractor. Seller agrees to comply with the requirements of 41 CFR 60-1.4(a). **In addition, Seller will abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with a disability. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in**

[252.239-7010](#) Cloud Computing Services (JAN 2023)

[252.246-7007](#) Contractor Counterfeit Electronic Part Detection and Avoidance System (JAN 2023)

[252.246-7008](#) Sources of Electronic Parts (JAN 2023)