



Arrow Dynamics, LLC.



Terms and Conditions of Purchase

1. ACCEPTANCE:

The following terms and conditions govern all Purchase Orders ("Orders") issued by Arrow Dynamics, LLC ("Buyer") to the Seller identified on each Order. Fulfillment of any part of an Order, or any other conduct by Seller recognizing the existence of a contract pertaining to the subject matter of such Order, shall constitute acceptance by Seller of such Order and acceptance of all the terms and conditions included or referenced in this document and/or the Order itself. Furthermore, Seller is placed on notice that any terms and conditions proposed in Seller's offer, acceptance or in any acknowledgment, invoice, or other form of Seller that add to, vary from, or conflict with the terms herein are hereby rejected and shall not become part of this transaction. These terms may only be modified in writing by authorized representatives of both Seller and Buyer. The Seller must acknowledge the Order by returning at once, the properly signed acknowledgement copy. By accepting this Order, Seller agrees to flow down all applicable requirements specified herein or on our Purchase Order, including customer requirements, to your sub-tier suppliers.

2. CHANGES:

Any changes in process, product or services shall require advanced notification and approval by the Buyer. In addition, Buyer shall have the right at any time, by written notice to Seller and Seller's acceptance of such changes, to make changes in drawings, designs, specifications, materials, method of shipping or packaging, and time and place of delivery. If any such change causes an increase or decrease in the cost of or time required for the performance hereunder, an equitable adjustment, as reasonably determined by Buyer, shall be made in the price and/or delivery schedule. Any claim for adjustment by the Seller shall be deemed waived unless asserted in writing within 30 days from receipt by Seller of the change notice.

Furthermore, when the need to outsource work occurs (using approved sub-tier suppliers), Buyer must be notified in advance, including changes in sub-tier suppliers and changes in location of manufacture prior to making the change. Service work, where applicable (plating, coating, heat treatment, etc.), must be to the applicable issue of manufacturer's specifications unless otherwise requested in writing by the Buyer.

3. PACKAGING:

Buyer Order number must appear on all invoices, packing lists, and packages. Furthermore, all incoming packages shall be: (1) packed, marked, and otherwise prepared for shipment in a manner which is in accordance with industry best commercial practices and in accordance with manufacturer specifications and (2) adequate to insure safe arrival at the named destination. No charges will be allowed for packing and handling unless otherwise agreed to in writing.



1671 NW 144th Terrace # 105
Sunrise, FL 33323 USA
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Hazardous Materials/Dangerous Goods must be prepared for shipment in accordance with the International Air Transport Association (IATA), Federal Aviation Administration (FAA) regulations and all other applicable laws and regulations; and packaged in appropriate UN Spec Box(es). Where applicable, a Safety Data Sheet (SDS) is required for Hazardous Materials/Dangerous Goods items on the Order.

Any wooden crates and/or pallets must be heat treated/fumigated (IPPC Stamp required).

4. PRICES:

Unless otherwise specified on the Order, all referenced monetary amounts are deemed to be expressed in U.S. dollars. Any increases in price shall be absorbed by the Seller.

5. RIGHT OF ACCESS:

Buyer, its customers, and regulatory authorities reserve the right of access into Seller's facility for the purpose of performing verification activities of materials, quality systems, manufacturing and documentation. This right of access shall be flowed down to all facilities used in fulfillment of this order. Advance notification will be provided.

6. INSPECTION/TESTING/REJECTION:

Receipt of goods or services and/or payment by Buyer for the goods or services delivered hereunder shall not constitute Buyer's acceptance. Buyer retains the right to inspect/verify the goods or work performed and to reject any or all of the goods or work performed which are, in Buyer's judgement, determined to be defective or non-conforming. Verification by Buyers and/or its customer shall not be used as evidence of effective control of quality and shall not absolve the Seller of the responsibility to provide acceptable product or service, nor shall it preclude subsequent rejection by Buyer or its customer. Goods rejected by Buyer and goods supplied as overages of quantities called for herein may be returned to Seller at Seller's expense.

Seller shall refund to Buyer all amounts paid for goods rejected or, at the Buyer's option, Seller shall replace goods rejected in a timely manner and without additional expense to Buyer.

Any COD shipments sent without prior written approval will be rejected and the freight charges will be reversed to Seller's account.

Furthermore, Buyer shall monitor Seller's performance as it relates to quality and delivery.



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7. CONFIDENTIALITY:

All documents, specifications, technical data, artwork, or drawings delivered to Seller by Buyer, and any other non-public information Buyer discloses to Seller, shall remain property of the Buyer. Seller shall keep confidential all information and data furnished by Buyer and shall not disclose such information except as required for the efficient performance of this Order or as required by law. Seller shall return all such information and all copies thereof to Buyer upon Buyer's request. Seller shall not, without written consent of the Buyer, use Buyer's name or trademarks or service marks or in any manner publish the fact that Buyer has placed this Order.

8. COMPLIANCE:

Seller shall implement and maintain a quality management system that is acceptable and appropriate for the items supplied and which complies with general industry standards. Furthermore, the Seller shall ensure employees are properly trained and qualified for the work they perform on this Order. Only approved external providers shall be used in the fulfillment of this Order, including process sources where applicable. In addition, seller agrees to comply with all applicable provisions of federal, state and local laws, orders, rules and regulations and warrants that all goods and services supplied hereunder will be produced or rendered, sold and shipped in compliance with the same. Upon Buyer's request, Seller will provide certification in writing of compliance with such provisions. In the event this Order references a government contract number, Seller agrees to comply with all applicable provisions of said contract, and all such provisions are hereby incorporated herein by reference. A copy of the applicable provisions will be provided upon request by the Seller.

Any goods or materials that are hazardous must be packaged in appropriate UN Spec box(es), marked, and shipped by the Seller to comply with all U.S. federal, state, and local regulations. A Safety Data Sheet (SDS) covering such goods or materials will be furnished to Buyer.

All items must conform to the Original Equipment Manufacturer's (OEMs) specifications and tests. Furthermore, goods must be made to the latest revision. If they are not made to the latest revision, Buyer must be informed of the revision the goods are made to prior to shipping. In addition, all units (where applicable) must be supplied with no pilot holes.

All orders, items, or lots require a certificate of conformity, test reports, and/or authorized release certificate, as applicable to show that verification has occurred and the order, items and/or lot meets all requirements. Certification of Compliance of items or lots included in this Order must include a statement of the condition of each item or lot, and must be signed by an authorized representative of the Seller. In addition, inflammability test reports (where applicable) must be supplied (i.e. fabric, insulation, blankets, and other such goods and materials) as well as test reports (where applicable) for hoses and tube assemblies. If Buyer does not receive such



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certification with the shipment, items will be held in quarantine and payment will not be processed until the proper certification is received. Identification and traceability for each item or lot must be maintained and linked to the Certificate of Conformance, test report, or authorized release certificate. Records must be retained for a minimum of 7 years from the date of sale after which they may be destroyed using appropriate methods such as shredding.

All time controlled and/or shelf-life limited materials or articles supplied under this Order shall be supplied with a Certificate signed by a responsible official of Seller indicating the date of manufacture and expiration date. Seller must assure that all time controlled and shelf-life limited items have at least 80% of the shelf life remaining at time of shipment. In addition, parts containing elastomer (rubber) material must be individually packed and marked with cure date and shelf life.

Seller shall notify Buyer of any changes in product part number and/or product definition, and shall receive permission for any deviation prior to shipment. No substitutes allowed without prior written authorization. Furthermore, if Seller becomes aware of any circumstances relating to the possible delivery of nonconforming product to Buyer, Seller shall immediately notify Buyer and provide all relevant information, including Purchase Order Number, Part Number, Serial Number, Lot/Batch Number, and nature of nonconformance. Nonconforming parts and materials shall be returned at the Seller's expense.

9. COUNTERFEIT PARTS, UNAPPROVED AND SUSPECTED UNAPPROVED PARTS:

Seller will not utilize counterfeit parts, unapproved or suspected unapproved parts. In addition, Seller must have the proper controls and training in place with its employees, suppliers and sub-tier suppliers to prevent the use of counterfeit parts, unapproved and suspect unapproved parts.

10. EXPORT CONTROL:

Seller agrees to comply fully with all applicable U.S. export control laws and regulations as they may apply to any parts, components, materials, software, or information furnished to the Seller under this Contract. Seller agrees that it will not allow the re-export of any of the above without the authority of an Export License or applicable License Exception.

By accepting this purchase order and supplying the stated part(s) and/or material, the Seller certifies it is eligible to conduct business with the U.S. Government and that the neither the Seller nor any of its officers, owners, or business interests are not presently debarred or otherwise forbidden to be involved with any transaction related to the sale of goods and/or services to the U.S. government nor the export of goods and services in accordance with U.S. Government laws, ITAR, AECA, and other U.S. export regulations.



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Seller shall notify the Buyer immediately if Seller is listed in any Denied Parties List or if Seller's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government agency or other entity. Furthermore, if Seller (or any of its subcontractors) is debarred by the U.S. Government from participating in transactions involving the export of goods and/or materials, Buyer reserves the right to cancel this Order without liability of any kind to Seller. If Buyer becomes aware of such status of Seller (or any of its subcontractors) after the ordered goods have been received by the Buyer, Buyer may return such goods to Seller and Seller shall immediately refund all amounts paid by Buyer, if any, for such goods and/or materials. In addition, at Buyer's request, Seller will provide Buyer with all data Buyer may need to apply for and obtain any Export License or applicable License Exception.

ECCN and Schedule B/HTS number or USML Category for each line item must be provide on the packing slip or C of C.

11. EMPLOYEE AWARENESS:

Seller, as a supplier to the Buyer, shall make employees aware of their contribution to product and service quality, their contribution to product safety, and the importance of ethical behavior.

12. FOD (Foreign Object Damage or Foreign Object Debris)

Seller shall maintain a FOD Prevention Program in accordance with Aerospace Standard AS9146, Foreign Object Damage (FOD) Prevention Program - Requirements for Aviation, Space, and Defense Organizations, or equivalent.

Whenever or wherever Foreign Object Debris (FOd) can be entrapped or Foreign Objects (FO) can migrate, Seller shall ensure that any and all applicable prevention requirements are flowed down to Seller's subcontractors at every tier.

Prior to closing inaccessible or obscured areas and compartments during assembly, Seller shall inspect for FO/materials and ensure no protective devices (e.g., bags, caps, covers, plugs) remain embedded. Where applicable, Seller shall ensure tooling, jigs, fixtures, and test or handling equipment are maintained in a state of cleanliness and repair sufficient to prevent FOD and/or FOD.

By delivering Items to Buyer, Seller shall be deemed to have certified to Buyer that such Items and packaging are free from any FO/FOD.



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13. MISCELLANEOUS:

Any failure by Seller to abide by the terms hereof may be waived in writing by Buyer. However, any such waiver shall not constitute an ongoing or future waiver of any sort.

All relevant documents pertaining to this Purchase Order shall be maintained indefinitely by the Seller.

In the event, any one or more of the provisions herein shall for any reason, be determined to be invalid, illegal or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provisions of these Terms and Conditions.

14. DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (15 CFR part 700):

700.3 Priority ratings and rated orders.

(a) Rated orders are identified by a priority rating consisting of the rating (either DX or DO) and a program identification symbol. Rated orders take preference over all unrated orders as necessary to meet required delivery dates. Among rated orders, DX rated orders take preference over DO rated orders. Program identification symbols indicate which approved program is involved with the rated order. For example, A1 identifies defense aircraft programs and A7 identifies defense electronic programs.

(b) Persons receiving rated orders must give them preferential treatment as required by this regulation. This means a person must accept and fill a rated order for items that the person normally supplies. The existence of previously accepted unrated or lower rated orders is not sufficient reason for rejecting a rated order. Persons are required to reschedule unrated orders if they conflict with performance against a rated order. Similarly, persons must reschedule DO rated orders if they conflict with performance against a DX rated order.

(c) All rated orders must be scheduled to the extent possible to ensure delivery by the required delivery date.

(d) Persons who receive rated orders must in turn place rated orders with their suppliers for the items they need to fill the orders. This provision ensures that suppliers will give priority treatment to rated orders from contractor to subcontractor to suppliers throughout the procurement chain.



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(e) Persons may place a priority rating on orders only when they are in receipt of a rated order, have been explicitly authorized to do so by the Department of Commerce or a Delegate Agency, or are otherwise permitted to do so by this regulation.

15. FAR CLAUSES:

The following contract clauses referenced from Federal Acquisition Regulations (FAR) and the Department of Defense Federal Acquisition Regulation Supplement (DFARS) are incorporated, herein, to the extent applicable. Unless otherwise noted in the following clauses, Contractor and Offer mean Seller.

252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT RELATED FELONIES
252.203-7002	DISPLAY OF DOD HOTLINE POSTER
252.204-7000	DISCLOSURE OF INFORMATION
252.204-7002	PAYMENT FOR SUB LINE ITEMS NOT SEPARATELY PRICED
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
252.204-7004	ALTERNATE A (Alternate A to FAR Clause 52.204- 7, Central Contractor Registration)
252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS
252.204-7009	LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY
252.211-7003	ITEM IDENTIFICATION AND VALUATION
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY



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252.211-7000
252.211-7007

ACQUISITION STREAMLINING
REPORTING OF GOVERNMENT FURNISHED
PROPERTY

252.215-7000
252.215-7009
252.217-7001
252.217-7026
252.223-7004
252.223-7006

PRICING ADJUSTMENTS
PROPOSAL ADEQUACY CHECKLIST (PAC)
SURGE OPTION
IDENTIFICATION OF SOURCES OF SUPPLY
DRUG-FREE WORK FORCE
PROHIBITION OF STORAGE AND DISPOSAL OF
TOXIC AND HAZARDOUS MATERIALS

252.225-7001

BUY AMERICAN ACT AND BALANCE OF
PAYMENTS PROGRAM

252.225-7002

QUALIFYING COUNTRY SOURCES AS
SUBCONTRACTORS

252.225-7003

REPORT OF INTENDED PERFORMANCE OUTSIDE
THE UNITED STATES AND CANADA-SUBMISSION
WITH OFFER

252.225-7004

REPORT OF INTENDED PERFORMANCE OUTSIDE
THE UNITED STATES AND CANADA-SUBMISSION
AFTER AWARD

252.225-7005

IDENTIFICATION OF EXPENDITURES IN THE
UNITED STATES

252.225-7006

QUARTERLY REPORTING OF ACTUAL CONTRACT
PERFORMANCE OUTSIDE THE UNITED STATES

252.225-7012

PREFERENCE FOR CERTAIN DOMESTIC
COMMODITIES

252.225-7013

DUTY-FREE ENTRY

252.225-7014

PREFERENCE FOR DOMESTIC SPECIALTY METALS

252.225-7014

PREFERENCE FOR DOMESTIC SPECIALTY
METALS-ALTERNATE 1

252.225-7016

RESTRICTION ON ACQUISITION OF BALL AND
ROLLER BEARINGS

252.225-7018

NOTICE OF PROHIBITION OF CERTAIN
CONTRACTS WITH FOREIGN ENTITIES FOR THE
CONDUCT OF BALLISTIC MISSILE DEFENSE
RESEARCH, DEVELOPMENT, TEST, AND
EVALUATION



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252.225-7022

RESTRICTION ON ACQUISITION OF

252.225-7025

POLYACRYLONITRILE (PAN) CARBON FIBER

252.225-7027

RESTRICTION IN ACQUISITION OF FORGINGS

252.225-7028

RESTRICTION ON CONTINGENT FEES FOR

FOREIGN MILITARY SALES

252.225-7030

EXCLUSIONARY POLICIES AND PRACTICES OF

FOREIGN GOVERNMENTS

252.225-7031

RESTRICTION ON ACQUISITION OF CARBON,

ALLOY, AND ARMOR STEEL PLATE

252.225-7032

SECONDARY ARAB BOYCOTT OF ISRAEL

252.225-7033

WAIVER OF UNITED KINGDOM LEVIES -

EVALUATION OF OFFERS

252.225-7037

WAIVER OF UNITED KINGDOM LEVIES

EVALUATION OF OFFERS FOR AIR CIRCUIT

BREAKERS

252.226-7001

UTILIZATION OF INDIAN ORGANIZATIONS,

INDIAN -OWNED ECONOMIC ENTERPRISES, AND

NATIVE HAWAIIAN SMALL BUSINESS CONCERNS

252.227-7013

RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL

ITEMS

252.227-7016

RIGHTS IN BID OR PROPOSAL INFORMATION

252.227-7028

TECHNICAL DATA OR COMPUTER SOFTWARE

PREVIOUSLY DELIVERED TO THE GOVERNMENT

252.227-7030

TECHNICAL DATA WITHHOLDING OF PAYMENT

252.227-7037

VALIDATION OF RESTRICTIVE MARKINGS ON

TECHNICAL DATA

252.232-7002

PROGRESS PAYMENTS FOR FOREIGN MILITARY

SALES ACQUISITIONS

252.232-7003

ELECTRONIC SUBMISSIONS OF PAYMENT

REQUESTS

252.232-7004

DoD PROGRESS PAYMENT RATES

252.232-7009

MANDATORY PAYMENT BY GOVERNMENT WIDE

COMMERCIAL PURCHASE CARD

252.232-7010

LEVIES ON CONTRACT PAYMENTS

252.239-7009

REPRESENTATION OF USE OF CLOUD COMPUTING

252.239-7010

CLOUD COMPUTING SERVICES

252.204-7010

CLOUD COMPUTING SERVICES



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252.242-7003

APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS

252.243-7001

PRICING OF CONTRACT MODIFICATIONS

252.243-7002

REQUESTS FOR EQUITABLE ADJUSTMENT

252.244-7000

SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)

252.245-7001

TAGGING, LABELING, AND MARKING OF GOVERNMENT FURNISHED PROPERTY

252.245-7002

REPORTING LOSS OF GOVERNMENTAL PROPERTY

252.245-7003

CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION

252.245-7004

REPORTING, REUTILIZATION, AND DISPOSAL

252.246-7007

COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM

252-247-7022

REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

252.247-7024

NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA

52.202-1

DEFINITIONS

52.203-10

PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY

52.203-12

LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

52.203-3

GRATUITIES

52.203-5

COVENANT AGAINST CONTINGENT FEES

52.203-6

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

52.203-7

ANTI-KICKBACK PROCEDURES

52.203-8

CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY

52.204-3

TAXPAYER IDENTIFICATION

52.204-4

PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER

52.204-6

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

52.204-7

CENTRAL CONTRACTOR REGISTRATION

52.204-8

ANNUAL REPRESENTATIONS AND CERTIFICATIONS



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52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES
52.253-1	COMPUTER GENERATED FORMS
5352.201-9101	OMBUDSMAN
5352.209-9002	ORGANIZATIONAL CONFLICT OF INTEREST - ALTERNATE 5
5352.209-9002	ORGANIZATIONAL CONFLICT OF INTEREST - ALTERNATE 6
5352.215-9001	NOTICE OF PRE-BID/PRE/PROPOSAL CONFERENCE
5352.215-9005	INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL
5352.215-9006	INTENT TO INCORPORATE CONTRACTOR'S TECHNICAL PROPOSAL (AFMC)
5352.215-9007	USE OF NON-GOVERNMENT ADVISORS (AFMC)
5352.215-9019	ADDITIONAL EVALUATION FACTOR FOR CONSIDERATION OF PAST PERFORMANCE - RED - YELLOW - GREEN PROGRAM
5352.216-9000	AWARDING ORDERS UNDER MULTIPLE AWARD CONTRACTS
5352.223-9000	ELIMINATION OF USE OF CLASS 1 OZONE DEPLETING SUBSTANCES
5352.223-9001	HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS
5352.227-9001	QUALIFICATION OF OFFEROR UNDER EXPORT - CONTROLLED RESTRICTED SOLICITATION (AFMC)



1671 NW 144th Terrace # 105
Sunrise, FL 33323 USA
Tel: 954-889-2000 • Fax: 954-889-2020
www.ArrowDynamicsLLC.com





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5352.242-9000

CONTRACTOR ASSESS TO AIR FORCE
INSTALLATIONS

5352.242-9001

COMMON ACCESS CARDS (CACs) FOR
CONTRACTOR PERSONNEL

5352.245-9004

BASE SUPPORT (AFMC)

9952.209-9001

RESUBMISSION OF FIRST ARTICLES

9952.211-9003

NEW MANUFACTURED MATERIAL-SURPLUS MOT
ACCEPTABLE (JALC)

9952.214-9001

AWARD - ALL OR NONE BASIS (JALC)

9952.215-9013

MAKE OR BUY PROGRAM (JALC)

9952.215-9016

ACQUISITION OMBUDSMAN (JALC)

9952.216-9004

AUTHORITY TO ISSUE ORDERS

9952.225-9001

ENGLISH LANGUAGE REQUIREMENTS

9952.225-9002

SPECIAL PROVISION UNDER PARAGRAPH (D) OF
FAR CLAUSE 52.229 -6, TAXES -FOREIGN FIXED -
PRICE CONTRACTS

9952.245-9012

RENT -FREE USE OF GOVERNMENT -OWNED
PROPERTY (JALC)



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