PLAINTIFF'S EXHIBIT
UC-5245

AEROJET GENERAL
A GenCorp Company

Procurement Dept.
Post Office Box 13618
Sacramento, California 95853

TO :

TO : Harcros Chemical Group
5801 Christie Avenue
Emeryville, CA 94608
Attn: Ted Garrett

TO :

PLAINTIFF'S EXHIBIT
2
11 4-23-98
GRIPP

REQUEST FOR QUOTATION

PLEASE SUBMIT YOUR LOWEST NET PRICE (TRADE DISCOUNTS ELIMINATED), SUBJECT TO THE FOLLOWING CONDITIONS:

UNLESS OTHERWISE SPECIFIED HEREIN, THE AEROJET-GENERAL CORPORATION STANDARD TERMS AND CONDITIONS FOR FIXED PRICE PURCHASE ORDERS, CO-084-054, ATTACHED HERETO WILL BE A PART OF ANY RESULTANT ORDER.

BIDDER'S REPLY TO THIS QUOTATION REQUEST CONSTITUTES AN OFFER TO SELL THE ITEMS SET FORTH HEREIN. THIS OFFER WILL BE IRREVOCABLE FOR NINETY (90) DAYS FROM BID DUE DATE.

SELLER CERTIFIES THAT PRICES QUOTED ARE NOT BASED ON THE "NO CHARGE" USE OF GOVERNMENT OWNED FACILITIES (IF SUCH FACILITIES WILL BE USED, ATTACH A FULL EXPLANATION).

DATE	AWARD WILL BE MADE ON "ALL OR NONE" BASIS	AWARD WILL BE BASED ON INDIVIDUAL ITEMS UNLESS OTHERWISE INDICATED BY BIDDER OR AEROJET
12/22/88	XX	☐

BIDDER MUST COMPLETE INFORMATION REQUIRED IN SHADED AREAS

BID DUE DATE	AEROJET QUOTATION REQUEST NUMBER
1/5/89	89-1 eyS185

BILLING TERMS	SHIPPING POINT
NET 30 DAYS	BERKELEY, CA

ADDRESS REPLY TO BUYER	BUYER'S TELEPHONE
Michael K. Free	916-355- 5100

YOUR BEST DELIVERY DATE: 15 DAYS AFTER INITIAL ORDER

ON-DOCK DELIVERY REQUIRED BY: See Notes

F.O.B.: DELIVERED — SUGGESTED CARRIER:

WEIGHT: APPROX. 44,500 #/ TYT NET — FREIGHT RATE PER CWT (IF F.O.B. SHIPPING POINT):

THE PURCHASE ORDER AWARDED AS A RESULT OF THIS REQUEST FOR QUOTATION WILL CARRY A DEFENSE PRIORITIES AND ALLOCATIONS SYSTEMS RATING OF: N/A

THIS IS A REQUEST FOR A QUOTATION — NOT A PURCHASE ORDER

ITEM NO.	ON DOCK DELIVERY DATE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE
				BY SIGNATURE HEREON, BIDDER CERTIFIES THAT HE HAS NOT AND WILL NOT ENGAGE IN KICKBACKS TO WIN THE AWARD OF AN ORDER FOR THE ITEMS OR SERVICES HEREBY QUOTED. FURTHER, BIDDER WILL DISCLOSE IF ANY AEROJET GENERAL EMPLOYEE(S) HAS MADE SOLICITATIONS FOR KICKBACKS ASSOCIATED WITH THIS POTENTIAL AWARD.	
1		500	drum	1,1,1 Trichlorethane, Inhibited, per Specification O-T-620 C/3 Type 1.	$0.407/LB

SPECIAL NOTES:

1) Prices to be F.O.B. delivered to Aerojet Nimbus, CA 95670. — DELIVERED

2) Material must be manufactured by Dow Chemical Co., Vulcan Chemicals, or PPG. — VULCAN CHEMICALS

3) Material to be shipped in 54-gallon drums stacked 4 drums per pallet. Both pallets and drums to be no deposit, non-returnable.

4) State period of time that prices will be held firm. — 1 YEAR

5) Initial truckload delivery will be required by Feb. 1989. Schedule of remaining deliveries will be defined upon purchase order award.

6) All invoices must be approved by buyer prior to payment.

PLF EXHIBIT B
DEC'N'S 4-1-94
GRIPP

"ALL BUSINESS / SMALL DISADVANTAGED BUSINESS CERTIFICATE:

OFFEROR CERTIFIES ☐ THAT IT IS ☒ IS NOT—A SMALL BUSINESS CONCERN
☐ THAT IT IS ☒ IS NOT—A SMALL DISADVANTAGED BUSINESS CONCERN

DEFINITIONS:

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in

"Small disadvantaged business concern" means a small business concern that (a) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by

Quotations not complying with all the requirements contained herein may be considered nonresponsive.

SIGNATURE OF COMPANY OFFICIAL	DATE
	01/06/89

SIGNERS NAME AND TITLE (PRINT OR TYPE): TED GARRETT INDUSTRIAL CHEMICALS SALES

TELEPHONE | 9-DIGIT ZIP CODE

ITEM NO	ON DOCK DELIVERY DATE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE
71				Aerojet to retain option of having vendor pick up empty drum at no charge.	** HARCROS I NOT EQUIPPED TC HANDLE EMPTY DF

GENERAL NOTES:

1. EQUAL OPPORTUNITY REQUIREMENTS: Equal Opportunity Requirements certification form is incorporated herein by reference and attachment.

   This certification must be signed and returned with your quotation if the total price quoted is $10,000.00 or more.

   Your bid may be considered non-responsive if this Equal Opportunity document is not signed as required and returned with your reply to this quotation request.

2. CLEAN AIR AND WATER: Clean Air and Water Certification, Form GP004TC, dated April 1984, is incorporated herein by reference and attachment.

   This certification must be signed and returned with your quotation if the total price quoted is $100,000.00 or more.

   Your bid may be considered non-responsive if the Clean Air and Water certification is not signed as required and returned with your reply to this quotation request.

3. RETURN ENVELOPES: The enclosed self-addressed return envelope must be used for mailing quotation to ensure proper handling and prevent possible disqualification of the bid.

PURCHASE ORDER PROVISIONS: The following provisions shall be made a part of any purchase order resulting from this request for quotation.

A. MAJOR POINTS OF POLICY: All contact with respect to this order must be made through the buyer.

   Purchasing personnel are the only persons authorized to negotiate procurement contracts or commit funds for the company. Any work performed or other action taken under this purchase order in accordance with instructions of any individual other than the buyer shall be at seller's risk and without recourse to claim for reimbursement.

B. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS: Affirmative Action for Special Disabled and Vietnam Era Veterans, Form GP003TC, Exhibit "A," is incorporated herein by reference and attachment.

C. EQUAL OPPORTUNITY: Equal Opportunity provisions form dated November 1984, is incorporated herein by reference and attachment.

D. EMPLOYMENT OF THE HANDICAPPED: Employment of the Handicapped, Form GP002TC, "Exhibit "A," is incorporated herein by reference and attachment.

   CLEAN AIR AND WATER: The Clean Air and Water Requirements set forth in certification, Form GP004TC, are incorporated herein by reference.

F. Furnish the most recent Material Safety Data Sheet (OSHA) for the chemical directly to the buyer at the time of shipment of this order.

ITEM NO.	ON DOCK DELIVERY DATE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE

PACKAGING AND MARKING: Each drum shall contain 585-588 pounds net weight and shall be stenciled and/or labeled with identifying markings per Specification O-T-620 C/3, Type 1, utilizing Specification MIL-STD-129, "Military Standard Marking for Shipment and Storage" where applicable.

Markings are to include:

1. The name and place of business of the manufacturer, packer or distributor.
2. Material name. (Chemical or recognized generic name and trade name.)
3. A signal work indicating the degree of Hazard, Danger, Warning or Caution.
4. An affirmative statement of the principal hazard(s) such as Flammable, Vapor Harmful, Causes Burns, Absorbed Through Skin or POISON, if highly toxic.
5. Toxicity precautions (if none, mark NONE).
   a. Precautionary measures to be followed or avoided.
   b. Instructions, when necessary or appropriate, for first aid treatment.
6. Unusual storage conditions (if none, mark NONE).
7. Lot, batch, or other control number.
8. Date and place of manufacture.
9. Specifications material is ordered to class or type of material.
10. Purchase Order Number.
11. Net weight.
12. Aerojet Commodity Code Number.

DESIGN, SPECIFICATION, MATERIAL OR PROCESS CHANGES: Seller represents that there has been no change in his product design, specifications, materials or processes between the product(s) described herein and the same product(s) previously supplied to Aerojet.

I. PALLETS: The materials called for in this purchase order are to be delivered on non-returnable pallets, four drums per pallet, built to the following general specification.

a. Dimensions: 48" long x 45" wide
b. Stringers: Douglas Fir or equivalent. Ends: 2 each 4" x 4". Centers: 1 each 2" x 4"
c. Top Face: 1" thick hardwood of random widths, but a minimum of 4" wide, spaced a maximum of 3/4" apart.
d. Bottom Face Hardwood: Two 1 x 6 outside; three 1 x 4 center

J. QUALITY CONTROL: The attached "Supplier Quality Data Submittal(s)" is the only certification required for the supplies covered by this purchase order. This form is to be completed and signed as applicable in order to process your hardware through our Receiving Department. It must be enclosed with the packing slips and accompany each shipment. The data complied to comply with the circled Q. C. Clauses (reference "Aerojet General Standard Procurement Quality Assurance Provisions dated December 1982) is to be retained in your files.

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asbestosclaims.law/library/19725/3

AEROJET-GENERAL
SACRAMENTO FACILITIES SERVICES

RFQ No. _____

November 1985
Procedure 1107
Exhibit "A"

EQUAL OPPORTUNITY REQUIREMENTS

NOTE: These Equal Opportunity Requirements form a part of this Request for Quotation. If your bid is $10,000 or more, or if during any twelve (12) month period (including the 12 months preceding the award of this contract), the bidder has been or is awarded Federal contracts and/or subcontracts which have an aggregate value in excess of $10,000, this document must be executed and returned with your bid, otherwise, your bid may be considered nonresponsive.

A. CERTIFICATION OF NONSEGREGATED FACILITIES

By the submission of this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise.

He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of Equal Opportunity clause; that he will retain such certifications in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The Certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 USC 1001.

B. The bidder represents that he __X__ has, _____ has not, participated in previous contract or subcontract subject to the Equal Opportunity Clause; that he _____ has, __X__ has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

C. CERTIFICATION OF EQUAL EMPLOYMENT COMPLIANCE

By submission of this offer, the bidder represents that, to the best of his knowledge and belief except as noted below, up to the date of this offer no written notice such as a show cause letter, a letter indicating probable cause, or any other formal written notification citing specific deficiencies, has been received by the bidder from any Federal Government agency or representative thereof that the bidder or any of its divisions or affiliates or known subcontractors is in violation of any of the provision of *Executive Orders No. 11246, and No. 11375, or rules and regulations* of the Secretary of Labor (41 CFR, Chapter 60) and specifically as to not having an acceptable affirmative action program or being in non-compliance with any other aspect of the Equal Employment Opportunity Program. It is further agreed that should there be any change in the status or circumstances between this date and the date of expiration of this offer or any extension thereof, the Aerojet General-Sacramento Facilities Services will be notified promptly.

D. AFFIRMATIVE ACTION PROGRAM

The following certification shall be completed by each bidder whose bid is $50,000 or more and who has 50 employees or more.

The bidder certifies that he __X__ has, _____ *has not, developed and maintained* at each of his establishments a written Affirmative Action Compliance Program, pursuant to 41 CFR 60-2.

Company HARCROS CHEMICALS INC.

Signed By - LEON PERSSON

Title BRANCH MGR. Date 01/06/89

AEROJET GENERAL

SACRAMENTO SUPPORT OPERATIONS

PROCEDURE 1110
EXHIBIT "A"
GP004 TC

CERTIFICATION

CLEAN AIR AND WATER (APR 1984)

NOTE: These Clean Air and Water requirements form a part of this Request for Quotation. If your bid exceeds $100,000.00, this document must be executed and returned with your bid; otherwise, your bid may be considered nonresponsive.

CLEAN AIR AND WATER CERTIFICATION: Applicable if the bid or offer exceeds $100.000.00 or a facility to be used has been the subject of a conviction under the applicable portion of the Clean Air Act [42 U.S.C. 7401 et seq]; the Clean Water Act [33 U.S.C. 1251 et seq]; Executive Order 11738, September 10, 1973 (38 FR25161, September 12, 1973); and is listed by Environmental Protection Agency (EPA) regulations (40 CFR Part 15), or is not otherwise exempt.

The bidder in executing and submitting this bid hereby certifies as follows:

(I) Any facility to be used in the performance of this proposed contract is ( ), is not (X), listed on the Environmental Protection Agency List of Violating Facilities;

(II) Offeror will immediately notify Aerojet Buyer, before award, of the receipt of any communication from the Administrator or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(III) Offeror will include a certification the same as this certification, including this Paragraph (III), in every nonexempt subcontract.

ACKNOWLEDGED BY:

HARCROS CHEMICALS INC.
Name of Company

- LEON PERSSON
Signature

BRANCH MANAGER - S.F. CA. BRANCH
Title

01/06/89
Date

Published by AsbestosClaims.Law
asbestosclaims.law/library/19725/5

October 1980

AEROJET-GENERAL CORPORATION
STANDARD TERMS AND CONDITIONS FOR FIXED PRICE PURCHASE ORDERS

1. ENTIRE AGREEMENT

A. Seller has satisfied himself as to the nature of the work, the character, quality, and quantity of materials, equipment, and labor that may be required, and all other matters that could affect his performance.

B. The provisions of this order are the result of negotiations between the parties and are a complete and exclusive statement of their agreement, superseding all prior dealings between them concerning any matter covered by this order.

C. No terms of this order may be added to, modified, superseded, or otherwise altered, except by a written instrument signed by Buyer and delivered to Seller. All work performed by Seller shall be deemed to be only upon the terms of this order, expressly excluding any terms or conditions contained in any acknowledgement, invoice, or other document of Seller.

D. The earliest of (i) written acceptance by Seller, (ii) initiation by Seller of performance, or (iii) Seller's receipt of any payment, partial or full, from Buyer under this order shall constitute full and unqualified acceptance by Seller of all terms of this order.

2. AUTHORITY OF BUYER PERSONNEL

Additions to or variations from this order or instructions under this order shall bind Buyer only if in writing and signed by a person assigned to Buyer's Procurement Department and responsible for administration of this order.

3. INVOICES AND PAYMENTS

Unless Buyer in its discretion makes payment earlier, Buyer shall pay Seller the allocable portion of the price only upon the later of final acceptance by Buyer of the supplies or services and receipt by Buyer of proper invoices from Seller. Seller shall provide a separate invoice for each shipment or supplies or major increment of services. Any due date or discount period shall be determined by making the first day the first working date of Buyer after final acceptance or Buyer's receipt of proper invoices, whichever is later. Unless freight is separately itemized, any discount taken shall be based on the full amount invoiced.

4. PACKAGING, RISK AND TITLE

All supplies shall be packaged at Seller's expense and in a manner assuring ease of handling and full protection during shipment and storage. Unless otherwise stated in this order, title to supplies shall pass to Buyer only upon Buyer's final acceptance of the supplies. Risk of loss or damage remains with Seller until (i) delivery to carrier, if transportation is f.o.b. origin; and (ii) delivery to Buyer at destination, if transportation is f.o.b. destination, except that risk of loss or damage as to supplies that do not conform to this order remains with Seller until cure or Buyer's final acceptance. Nothing in this clause imposes on Seller any liability for loss or damage caused solely by Buyer's negligence or gross misconduct.

5. CHANGES

Buyer may at any time, by written directive, and without notice to any sureties, make changes within the general scope of this order in (i) drawings, designs, or specifications, (ii) method of shipment of packaging; and (iii) time or place of inspection, delivery, or acceptance. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of this order, whether changed or not changed by any such directive, an equitable adjustment shall be made in the price or delivery dates of this order, and this order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing, with sufficient detail to allow Buyer to assess the claim and probable impact of the change on Buyer's work, within twenty (20) calendar days after Seller first learns of the change, but Buyer in its discretion may act on any claim received by Buyer before final payment under this order. A claim asserted by Seller under this clause or any other provision referring to this clause will be deemed to include the full impact, direct or indirect, on price or schedule of Seller and each of Seller's suppliers and subcontractors of any tier; and any subsequent claim for any result of the same event will be barred. Buyer may prescribe the disposition of any property made obsolete or excess because of any change, if Seller claims any amount for such property. Any failure to agree concerning any aspect of any change shall be subject to the "Disputes" clause of this order.

6. ASSIGNMENT AND SUBCONTRACTING

A. Without Buyer's written consent, Seller shall not (i) assign or transfer any right of Seller under this order, or (ii) delegate or subcontract any portion of Seller's work, except Seller may delegate or subcontract work identified as subcontracted or delegated in Seller's quotation to Buyer or in negotiations with Buyer on that quotation. Buyer shall not be bound, nor shall Buyer's costs or obligations be increased, by any act in violation of this clause, and Seller holds Buyer harmless against any such increase. Buyer's consent to any assignment, transfer, subcontracting, or delegation may not be unreasonably withheld but may be conditioned on such terms as Buyer deems appropriate.

B. No copy of this order or of any plans, specifications, or other document relating to this order, if marked "Top Secret," "Secret," or "Confidential," may be revealed to any asignee, transferee, delegate, or subcontractor except one authorized by all applicable laws and regulations to see it.

7. INSPECTION AND QUALITY CONTROL

A. All supplies and services are subject to inspection and testing by Buyer, and Buyer's customer, at all times and places practicable, including but not limited to the time and place of production.

B. Without additional charge, Seller shall conduct adequate inspection to ensure compliance with this order and shall provide and follow a complete inspection system, satisfactory to Buyer, that will assure that the work meets all requirements of this order.

C. All supplies shall be subject to inspection after delivery to destination, notwithstanding any payments or other actions by Buyer. The parties agree that no action by Buyer, other than acceptance that is formally stated to be final, shall constitute final acceptance.

D. Buyer may reject any article or unit of service that is defective in material or workmanship or that otherwise fails to conform to this order. Buyer may return rejected articles to Seller at the latter's risk and expense. Any article resubmitted after rejection must be accompanied by documents expressly calling attention to, and identifying, the prior inspection and rejection, and any such article must be delivered separately from articles not earlier rejected.

E. Buyer may in its discretion use MIL-STD-105 or equivalent sampling plans to accept or to reject supplies and may reject entire lots based on sampling, pursuant to such a plan. At Buyer's option, the entire lot so rejected may be returned to Seller at latter's risk and expense, or may be screened by Buyer at Seller's risk and expense.

F. Seller must comply with all certification requirements of this order and must maintain quality control records until three years after the later of (i) final acceptance of all work under this order, or (ii) final payment of all work under this order.

G. Seller shall impose on all delegates and subcontractors requirements no less stringent than those imposed on Seller by this clause. If this order indicates that it is placed under a contract or subcontract of the U.S. Government, that Government shall have the same rights with respect to Seller and to Seller's delegates and subcontractors as are granted to Buyer by this clause.

subcontracts or orders as provided in paragraph B (v) above, exclusive of amounts paid or payable for supplies or materials delivered or services furnished by the subcontractor before the effective date of the *Notice of Termination of work under this* contract, which amount shall be included in the cost on account of which payment is made under (A) above; and

(C) a sum, as profit on (A) above, determined by Buyer, consistent with clause 8-303 of the Defense Acquisition Regulations (Title 32, *Code of Federal Regulations*) in effect as of the date of execution of this contract, to be fair and reasonable; provided, that if it appears that Seller would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (C) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(iii) the reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for preparation of settlement claims and supporting data with respect to the terminated portion of this order and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this order.

The total sum payable to Seller under (i) and (ii) above may not exceed the total price of this order, reduced by the amount of payments otherwise made and further reduced by the allocable price of work not terminated. Except for normal spoilage and except to the extent that Buyer or Buyer's customer shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to Seller under (i) and (ii) (A) above the fair value, as determined by Buyer, of property destroyed, lost, stolen, or damaged so as to become undeliverable to Buyer or to a purchaser pursuant to paragraph B (vii) above.

F. Any obligation of Buyer to make payments under this clause is subject to deductions with respect to (i) all unliquidated advance or other payments on account theretofore made to Seller applicable to the terminated portion of this order; (ii) any claim Buyer may have against Seller; and (iii) the agreed price for, or the proceeds of sale of, *any materials, supplies, or other things retained by Seller* or sold and not otherwise recovered by or credited to Buyer.

G. If the termination hereunder be partial, Seller may file with Buyer a claim for an equitable adjustment in the price or prices specified in this order for the work in connection with the continued portion not terminated by the Notice of Termination, and an equitable adjustment shall be made in such price or prices. Any claim by the Seller for an equitable adjustment under this clause must be asserted within forty-five (45) calendar days from the effective date of the Notice of Termination, unless an extension is granted in writing by Buyer.

H. Buyer may, from time to time, under such terms as it may prescribe, make partial payments and payments on account against costs incurred by Seller in respect to the terminated portion of this order, whenever in the opinion of Buyer the aggregate of such payments shall be within the amount to which Seller will be entitled to hereunder. If the total of such payments exceeds the amount finally agreed upon or determined to be due under this clause, such excess shall be paid by Seller to Buyer upon the latter's demand, with interest computed under clause 23, from the date such excess payment is received by Seller to the date on which such excess is repaid; provided that no interest shall be due on any portion of an excess payment attributable to a reduction in Seller's claim by reason of retention or other disposition of termination inventory until ten (10) calendar days after the date of such retention or disposition, or such later date as determined by Buyer by reason of the circumstances.

I. For the purposes of paragraphs C and E above, the amounts of payments to be made by Buyer to Seller shall, if this order is placed under a prime contract or subcontract of the United States, be determined in accordance with the applicable cost principles, including termination cost principles, of the United States agency issuing the prime contract, and if this order is not placed under such a prime contract or subcontract, shall be determined under generally accepted accounting principles consistently applied, but in no event shall Seller be entitled to anticipatory profits. Unless otherwise provided for in this order, or by applicable statutes, Seller shall, from the effective date of termination until the end of three (3) years after final settlement under this order, preserve and make available to Buyer (and, if this order is issued under a prime contract or subcontract of the United States, also to the Government) at all reasonable times at Seller's offices, all of his books, records, documents, and other evidence to the extent they bear upon the costs and expenses of Seller under this order or related to the work terminated hereunder.

11. TERMINATION FOR DEFAULT

A. Buyer may, subject to paragraph C below, by written notice to Seller terminate the whole or any part of this order if:

(i) Seller fails to deliver any supplies or to perform any services within the time specified in this order, or any written extension thereof by Buyer; or

(ii) *Seller fails to perform any other provision of this* order, or appears to be of such unsound financial condition as to reasonably appear to Buyer to endanger timely performance of this order, or so fails to make progress as to endanger timely performance of this order, and in any of the circumstances in this paragraph (ii) fails to cure such deficiency within ten (10) calendar days (or such longer *period as Buyer specifies in writing*) after receipt of notice from Buyer alleging such deficiency.

B. If Buyer terminates this order in whole or part as provided in paragraph A, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, supplies or services similar to those terminated, and Seller shall pay Buyer upon demand all excess costs (including any administrative costs) that the Buyer may incur in such reprocurement; provided, Seller must continue performing this order to the extent not terminated by Buyer's written order.

C. Except as stated below in this clause, Seller shall not be liable for any excess costs for a failure to perform that arises out of causes beyond the control, and without the fault or negligence, of Seller, and outside the reasonable anticipation of Seller when Buyer issued this order. If a failure to perform is caused by the default of a supplier or subcontractor of any tier under Seller, the Seller shall be excused only if such default arises out of causes beyond the control and without the fault or negligence, of both and outside the reasonable anticipation of both Seller and the defaulting supplier or subcontractor when Buyer issued this order. Notwithstanding the foregoing, Seller shall not be excused by any boycott or embargo of any interruption of transportation, or any result thereof. No excuse shall be available under this paragraph unless Seller has used best efforts to ensure timely performance of this order, and Seller shall have given Buyer written notice of the existence of excusable cause promptly, and in no event more than twenty (20) calendar days after Seller first knew or reasonably should have known of such existence.

of all such property. The owner may require Seller to repair, or have repaired, any such property. If any repair so required affects the price or performance dates of this order, Buyer shall equitably adjust such price, performance dates, or both, in accordance with the provisions of clause 5 above; but Seller shall be entitled to no adjustment for any repair required because of his negligence or other fault.

H. Seller shall have the risk of, and shall be fully responsible for, any loss of or damage to furnished property between his receipt of such property and its receipt back by the owner, except for reasonable wear and tear and except to the extent that such property is consumed in the performance of this order.

I. Upon completion of this order, or at such earlier date as Buyer may reasonably fix, Seller shall submit to Buyer, in a form acceptable to Buyer, inventory schedules covering all items of furnished property not consumed in the performance of this order or delivered pursuant to this order, and shall prepare for shipment, ship f.o.b. Seller's facility, or dispose of, the property, as Buyer may direct. The net proceeds of any such disposal shall be credited to the order price or paid in such other manner as Buyer chooses. Buyer has the right to withhold from any payment due Seller any sums necessary to ensure Seller's compliance with this clause.

J. The owner of furnished property:

(i) may abandon any such property in place on Seller's premises, and thereupon all obligations to the owner as to such property shall end

(ii) has no obligation to Seller to restore or rehabilitate in any degree Seller's premises, neither in case of abandonment (paragraph (i) above), or disposition when no longer needed for this order, nor otherwise, except for restoration or rehabilitation costs properly includible in an equitable adjustment under paragraphs B or G above.

K. All communications pursuant to this clause shall be in writing and, as to property furnished by the Government, shall be in accordance with regulations of the Government.

17. INDEMNIFICATION AND INSURANCE

A. Unless Buyer approves in writing a self-insurance program of Seller, the Seller shall maintain, with insurers of nationally recognized stature, insurance fully covering all furnished property (as defined in clause 16) and covering, in amounts customary for prudent and conservative businesses, all other liabilities, whether to Buyer or others, that might be incurred in any way related to this order. Seller shall indemnify and save Buyer and Buyer's customer harmless from any judgments, orders, awards, costs, and expenses, including attorney fees, arising out of or in connection with work performed under this order.

B. All Seller's work under this order shall be at Seller's risk. In addition, if Seller is to perform work on premises under control of Buyer or Buyer's customer, Seller shall take all precautions necessary and shall be responsible for the safety of all work and protection of the premises.

C. Nothing in this clause imposes on Seller responsibility for damages resulting solely from Buyer's negligence or gross misconduct.

18. LABOR DISPUTES

Whenever an actual or potential labor dispute delays or threatens to delay any performance under this order, Seller shall immediately give Buyer notice and, if the original notice is not in writing or does not contain full details, Seller shall promptly furnish such notice and such details in writing. Seller shall include this clause in all subcontracts issued under this order.

19. STOP WORK NOTICES

A. By written notice to Seller, Buyer may require Seller to stop all or any part of the work under this order for up to one hundred twenty (120) working days after the notice is received by Seller, and for such further period as the parties may agree. Any such notice shall be specifically identified as one to stop work.

B. Upon receipt of such a notice, Seller shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the notice. Within the period covered by the notice, Buyer shall by further written communication to Seller either cancel the notice or terminate the work covered by the notice under clause 10 or 11 above.

C. If a Stop Work notice is cancelled or expires, Seller shall immediately resume work. Buyer shall equitably adjust the price or performance dates of this order, or both, to compensate for increases in cost or delays in work caused by a Stop Work notice, provided that Seller has claimed such an adjustment in writing within thirty (30) days after the notice is cancelled or expires.

D. If the work covered by a Stop Work notice is terminated under clause 10 above, the reasonable costs resulting from the notice will be included in any termination settlement.

E. If the work covered by a Stop Work notice is terminated under clause 11 above, Seller shall bear all of the costs resulting from the notice.

21. DISPUTES

A. Any dispute between Buyer and Seller arising under or in any way related to this order shall be resolved as provided below or, if not so covered, shall be subject to litigation solely within a court of competent jurisdiction in the State of California.

B. If Buyer deems that any dispute arising under or in any way related to this order may affect, or be connected with, any dispute between Buyer and Buyer's customer (including within that term, solely for purposes of this clause, any third party to relationships between Buyer and Seller), Buyer may by written notice to Seller at any time before a final court judgment pursuant to paragraph A above, invoke paragraphs C and D below and, thereupon, Seller's sole remedy as to any dispute covered by such notice shall be as set out in paragraphs C and D.

C. As to any dispute covered by a notice issued under paragraph B, Seller shall fully cooperate at his own expense with Buyer in any proceeding by or against Buyer's customer. With Buyer's permission, which shall not be unreasonably denied but may be conditioned upon such terms as Buyer deems appropriate, Seller may have his interests represented in any such proceeding. Seller shall, however, hold Buyer harmless against any adverse effects on Buyer's interests from the representation of Seller's interests in such a proceeding. Subject to the foregoing, Buyer shall cooperate with Seller in any such proceeding. If Buyer permits Seller to have his interests represented as stated above, (i) Seller shall immediately join Buyer and Seller involving any issue of law or fact common to the proceeding by or against Buyer's customer, and (ii) Seller and Buyer shall treat as conclusive between them all applicable portions of any decision in the proceeding by or against Buyer's customer.

D. Without Seller's consent, Buyer shall not settle with Buyer's customer any dispute giving rise to a notice pursuant to paragraph B and in which Seller's interests are represented pursuant to paragraph C. Seller shall cooperate fully in assisting Buyer to reach a settlement and shall not unreasonably withhold or condition his consent to any proposed settlement. Seller's sole remedy in the event Buyer settles in violation of this paragraph shall be to have his original dispute with Buyer determinable in an appropriate court in the State of California.

ATTACHMENT A
TO AEROJET-GENERAL CORPORATION BASIC TERMS AND CONDITIONS
FOR FIXED-PRICE PURCHASE ORDERS FOR SUPPLIES AND SERVICES

Subject to the alterations covered by the immediately succeeding paragraph below, the following clauses from the cited provisions of the Federal Acquisition Regulation (FAR) in effect on the date of the accompanying purchase order are incorporated into that purchase order, with the same force and effect as if they were given in full text. There shall, however, be no incorporation to the extent, if any, to which the cited FAR provisions expressly preclude application of any such clause to that purchase order.

Except as specifically stated in this paragraph, the following alterations are made in the FAR and DOD Supplement clauses that are incorporated by reference into the purchase order: references to "Contractor" or "Offeror" shall mean Seller; the term "Contract" or "Schedule" shall mean Buyer's purchase order in which the clauses are incorporated; the terms "Government," "Department," "Secretary," "Contracting Officer," and terms of like import shall mean Buyer. In the clause in FAR 52.203-3, "contract" shall mean either any Government contract or any purchase order from Buyer; and "Government" shall mean "the Government or Buyer," except as to paragraph (c) (2), where the terms "Government" and "Department of Defense" shall mean only "Government," and "Department of Defense," respectively, and the term "contract" shall mean the contract between Buyer and the Government. The term "Government" in the clause in FAR 52.210-5 shall mean "Government or Buyer." No change shall be deemed to have been made in the reference in the clause in FAR 52.212-8 to "Office of Industrial Resource Administration, Department of Commerce." The words "fixed-price," shall be deemed to be inserted before the words "cost-reimbursement" in the first sentence of paragraph (a) of the clause in FAR 52.215-2. For the clause in FAR 52.215-1, there shall be deemed to have been incorporated language to the effect of that required by paragraph (c) of the clause in FAR 52.215-1, and the terms "Comptroller General" and "General Accounting Office" in that paragraph shall not be deemed to be changed in any way. For the clauses in FAR 52.214-26 and 52.215-2, rights of audit or inspection of records of Seller shall be deemed to be given only to a duly authorized representative of the U.S. Government, and not to the Buyer. Subject only to the specific restrictions stated in the two immediately preceding sentences, there shall be deemed to have been made in each incorporated FAR clause any changes necessary or appropriate for Buyer to have the same rights with respect to Seller as the United States Government would have with respect to Buyer under such a clause in the contract between Buyer and the Government.

The FAR will be codified in Title 48 of the Code of Federal Regulations and is available from the Government Printing Office, Washington, D.C. 20402. Buyer will honor any reasonable written request to assist Seller in obtaining a copy of any provision of FAR cited below, or to discuss the application to this purchase order of any clause listed below.

Seller is reminded that certain federal statutes (including, but not limited to, P.L. 86-695) pertaining to kickbacks may apply to subcontracts under federal prime contracts, without being incorporated into such subcontracts.

FAR Citation	Clause
52.203-1	Officials Not to Benefit
52.203-3	Gratuities
52.204-2	Security Requirements
52.208-1	Required Sources for Jeweled Bearings and Related Items
52.210-5	New Material
52.210-6	Listing of Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property
52.210-7	Used or Reconditioned Material, Residual Inventory, and Former Government Surplus Property
52.212-8	Priorities, Allocations and Allotments
52.222-1	Notice to Government of Labor Disputes
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation
52.222-26	Equal Opportunity
52.225-3	Buy American Act - Supplies
52.225-7	Balance of Payments Program
52.225-9	Buy American Act - Trade Agreements Act - Balance of Payments Program
52.225-10	Duty Free Entry
52.225-11	Certain Communist Areas
52.243-6	Change Order Accounting
52.247-63	Preference for U.S. Flag Air Carriers
- - - - - - - - -	
Applicable only to purchase orders for $2,500 or more:	
52.222-36	Affirmative Action for Handicapped Workers
- - - - - - - - -	
Applicable only to purchase orders for $10,000 or more:	
52.215-1	Examination of Records
52.215-2	Audit - Negotiation
52.219-8	Utilization of Small Business and Small Disadvantaged Business Concerns
52.219-13	Utilization of Women-Owned Small Business Concerns
52.222-20	Walsh Healey Public Contracts Act
52.222-35	Affirmative Action for Special Disabled and Veterans of the Vietnam Era
- - - - - - - - -	
Applicable only to purchase orders for $25,000 or more:	
52.203-5	Covenant Against Contingent Fees
52.215-26	Integrity of Unit Prices
52.220-3	Utilization of Labor Surplus Area Concerns
52.229-3	Federal, State and Local Taxes
52.244-5	Competition in Subcontracting
52.246-23	Limitations of Liability

Union Carbide trial exhibit UC-5245: Aerojet General Request for Quotation 89-1 to Harcros Chemical Group (Ted... Published by AsbestosClaims.Law
ACL Doc 19725 · Page 9 of 14 asbestosclaims.law/library/19725/9

AEROJET TECHSYSTEMS COMPANY November 1985

STANDARD RIDER CLAUSES

THE FOLLOWING CLAUSES ARE IN ADDITION TO THE STANDARD TERMS AND CONDITIONS WHICH FORM PART OF THIS PURCHASE ORDER, AND ARE APPLICABLE TO THE EXTENT THAT THEY ARE SPECIFICALLY REFERENCED IN THE BODY OF THE PURCHASE ORDER.

1. MAJOR POINTS OF POLICY

All contacts with Aerojet TechSystems Company with respect to this order must be made through the Buyer.

Purchasing personnel are the only persons authorized to negotiate procurement contracts or commit funds for the Company. Any work performed or other action taken under this purchase order in accordance with instructions of any individual other than the Buyer shall be at Seller's risk and without recourse to claim for reimbursement.

2. ALLOWABLE OVERAGE

All unused castings or forgings furnished by Buyer as allowable overage, shall be returned to Buyer upon completion of purchase order. Material required in excess of the allowable overage shall be debited to Seller's account upon completion of purchase order.

3. GENERATED SCRAP

All scrap resulting from manufacture of parts or material under this purchase order shall be segregated by type of material and condition, and held by Seller for disposition by Buyer. Seller shall prepare Inventory Schedule SF 1428, reflecting generated scrap as of the last day of each calendar month. Form SF 1428 must be submitted by Seller to Buyer so as to arrive at Buyer's Plant by the tenth day of the month following that for which the report was prepared.

4. GOVERNMENT BILL OF LADING (Shipping Instructions)

A. All shipments of materials or items provided hereunder, shall be made on Government Bills of Lading, except as may be otherwise directed by Aerojet TechSystems Company, Transportation Department.

B. Immediately upon receipt of the purchase order, contact by letter the Transportation Department, Aerojet TechSystems Company, Sacramento, or telephone, and advise (i) purchase order number, (ii) item to be shipped, (iii) freight description, (iv) overall dimensions and shipping weight, number of crates, cartons, packages, etc., (v) established date of shipment, (vi) the name of the rail carrier serving plant or nearest team track from where shipment would be made, and (vii) any unusual transportation considerations that may assist in the movement of material to Aerojet.

C. Telephone requests for Government Bills of Lading applicable to shipment of materials or items ordered herein are to be confirmed in writing to Aerojet TechSystems Company, P.O. Box 13222, Sacramento, California, 95813, Attn: Manager, Transportation Department, for issuance of Government Bills of Lading.

5. DELIVERY

Unless otherwise provided or except as waived in writing, time of delivery is of the essence. Delivery shall be made as specified and strictly in accordance with the delivery requirements of this subcontract. Subcontractor shall furnish sufficient labor and management forces, plant and equipment, and shall work such hours, including night shifts, overtime, weekend, and holiday work, as may be necessary to assure compliance with the significant components of the approved manufacturing schedule and established subcontract delivery requirements and dates, or any duly authorized extensions thereof, at no increase in the price of this subcontract.

If the Subcontractor's significant components or deliveries fail to comply with such requirements, Aerojet TechSystems Company may direct in writing that the Subcontractor perform such night shift, overtime, weekend and holiday work as Aerojet TechSystems Company deems necessary to ensure the earliest possible recovery to the approved manufacturing schedule or contractual delivery schedule for the material or services, the Subcontractor agrees to comply with any such directive, when issued, including the payment of any difference between the method of shipping specified in this subcontract and premium transportation rates at no additional compensation, unless the delay in delivery arises out of causes beyond the control and without the fault or negligence of the Subcontractor within the meaning of the clause hereon entitled "Default".

6. RENT-FREE USE OF FACILITIES

Prices and delivery schedules are based on the rent-free use of Government-owned facilities covered by the Facilities contract referenced in the body of this order. Seller, to the extent it is authorized to do so, shall use such facilities on a non-interference basis in the performance of

work under this order. In the event Seller's authority to use the facilities is limited or terminated by the Government, without fault or negligence of Seller, and such action affects the ability of Seller to perform this order in accordance with its terms and conditions, then an equitable adjustment in the prices and delivery schedules, as appropriate, shall be made in accordance with the provisions of the "Changes Clause" of this purchase order, however, if limitation or termination of Seller's authority to use Government facilities results from Seller's fault, negligence, or failure to perform its obligations under the contract referenced above, Seller is not relieved from any obligations, liabilities, or otherwise meeting the requirements of this purchase order.

A. Seller agrees that it will not directly or indirectly, through overhead charges or otherwise, include in the price of this purchase order, or seek reimbursement hereunder for any rental charge paid by Seller for the use on other contracts of the facilities referred to herein.

7. SAFETY REQUIREMENTS

The items covered by this purchase order must conform with safety orders of the Department of Industrial Relations, State of California.

8. OBSOLETE OR SUPERSEDED PRODUCTS OR MATERIALS

Seller shall immediately advise Buyer upon the introduction of any model which supersedes, improves, or extends the interchangeability of any one or more of the line items or components. The Seller shall immediately forward descriptive literature depicting any changes to the Buyer. Buyer may, upon written notice, order the modified or superseding model in accordance with the "Changes Clause" of this contract.

9. PAYMENT OF FIXED-FEE

Payment on account of the fee shall be made in installments at the time of each payment on account of allowable costs made under this order. Each installment shall be paid in an amount which shall bear the same proportion to the fee as said payment on account of allowable cost bears to the total estimated cost of performance; provided however, in each case the ratio of allowable costs to total estimated cost must reasonably correspond to the ratio that physical completion of work bears to the total work as determined by Buyer. Where there is a variance between the ratio of allowable costs to total estimated cost and the percentage of completion as compared to the total work, the latter will govern in determining the amount of fee installment.

10. TOOLING OR EQUIPMENT TITLE CLAUSE

A. Immediately, upon issuance of this purchase order, title to all tooling or equipment acquired or produced by Seller for delivery under this purchase order, shall be free of all liens and encumbrances, pass to and vest in Aerojet or the Government.

B. Seller shall maintain and administer, in accordance with sound industrial practice, a program for the maintenance, repair, protection and preservation of such tooling or equipment. Seller shall take all reasonable steps to comply with appropriate directions or instruction which the Government or Buyer (Aerojet) may prescribe as reasonably necessary for the protection of the tooling or equipment. In addition, Seller shall follow an acceptable practice in accordance with DAR Appendix B, NASA PR Appendix B, FAR Part 45, or other Government regulations as applicable, in maintaining property control records on all tooling, and Seller shall make such records available to the Government or Buyer at all reasonable times.

C. Unless specifically provided otherwise, Seller shall be liable for any destruction, theft, loss of, or damage to the tooling or equipment, and for expenses incidental to such destruction, theft, loss or damage. Seller shall deliver the property to Buyer or the Government in as good condition as when acquired or produced, except for reasonable wear and tear or for the utilization of the property in accordance with the provisions of this purchase order.

D. Tooling or equipment acquired under this purchase order shall be stamped, marked or tagged, as indicated in the body of the order or as otherwise directed by Buyer or the Government.

E. Seller shall, unless otherwise directed by the Government or Buyer, request from Buyer, in writing, disposition instructions for all tooling/equipment purchased under this order or under a separate order, immediately upon completion and acceptance of all items set forth thereon. The Government or Buyer may request Seller to retain the tooling/equipment at its plant, however, the tooling/equipment would then be accounted for on a Tooling/Equipment Accountability order. Buyer or the Government shall have the right at all reasonable times to inspect the tooling/equipment.

F. Seller agrees not to use any tooling or equipment acquired under this order except in fabrication of end items required by Buyer to be produced for its use by Seller. Seller may, with the approval of Buyer and the Government, use the tooling or equipment in the performance of other contracts with the Government, or subcontracts or purchase orders under Government contracts, PROVIDED, that Seller agrees not to include in the price or prices of any such contracts or subcontracts or purchase orders, involving the use of such tooling or equipment, the cost of such tooling or equipment or any allowance or charge to cover depreciation or amortization which has previously been charged against this purchase order.

G. Upon request of Materiel Vendor Equipment Administrator, Seller shall perform an annual inventory of all tooling/equipment listed on the Tooling/Equipment Accountability Order. Administrator will provide Seller with Tooling/Equipment listing showing all tooling/equipment on the Accountability Order. Seller agrees to comply by completing the requested listing and returning to Materiel Vendor Equipment Administrator within thirty (30) days from receipt.

H. If title to the tooling or equipment covered by this order is vested in the Buyer rather than the Government, as may be indicated by this order, then all references to the Government are hereby deleted.

11. TOOL PREPARATION AND USE AGREEMENT

Tooling covered by this purchase order will be paid for by Buyer but shall remain the property of Seller. The tooling shall be for Buyer's exclusive use. Seller shall (i) be liable for any loss or damage to the tooling, and for expenses incidental to such loss or damage, and (ii) not remove or dispose of the tooling without prior written approval of Buyer. If Buyer has not dispositioned subject tooling within twelve (12) months after date of last use, Seller shall contact Buyer and request that disposition be made.

12. DESIGN APPROVAL

A. Upon receipt of purchase order by Seller, and prior to the beginning of any fabrication hereunder, Seller shall submit specifications and test procedures generated by him and incorporated in the design and two (2) legible and reproducible copies of the complete design of the end item to be furnished under this order to the Buyer. Drawings shall (i) conform to the requirements of this order, (ii) have sufficient number of details to enable Buyer to perform technical evaluation and subsequent inspection of the complete end item, and (iii) have a complete bill of materials and title block. Upon written approval of completed design concept by Buyer, Seller shall fabricate end item in accordance with requirements of approved drawings and specifications.

B. Subsequent to design approval by Buyer, Seller shall not make a change of any kind to the end item or items ordered herein until the change is authorized by written approval of Buyer, Seller will provide two (2) legible and reproducible copies of applicable changed drawings prior to shipment of any item affected.

C. For the purpose of this purchase order, approval of design shall mean Buyer's concurrence in the general design concept only and will not relieve Seller of the responsibility of providing an end item which meets all the requirements of the specifications and terms and conditions of this order.

13. IDENTIFICATION AND MARKING OF TOOLS OR EQUIPMENT

A. Seller shall mark tools or equipment with numbers and designations furnished by Buyer, in the following manner.

Property:	(Cognizant Government Agency) (Assigned Tool Number)
Purchase Order:	(This Order Number)
Contract:	(Government Contract on Face of Order)

B. To the extent practicable, identification shall be by metal stamping; shall be clearly visible and legible; shall not be obliterated or defaced by subsequent machining or grinding; and shall not be on any surface essential to the successful functioning of the equipment.

C. Allowable exceptions to this requirement are:

(1) Hardened accessories, or accessories on which stamping would cause distortion or would be otherwise impracticable, may be etched.

(2) Small accessories, because of size or delicate construction, may be identified by metal tags securely attached by wire.

(3) Accessories consisting of multiple details shall be marked on the body of the main detail by one of the methods stated herein and the loose details shall be wired securely to the main detail.

D. Seller shall provide to Buyer a photograph of the individual tools or equipment using a suitable "backboard" for maximum legibility. Tool or equipment shall be positioned so as the information in A above, together with name and configuration of part produced, are clearly visible.

14. TOOLING OR EQUIPMENT PRINTS AND SPECIFICATIONS

A. Upon receipt of purchase order by Seller, and prior to the beginning of any fabrication hereunder, Seller shall submit three (3) prints of the completed design of the end item to be furnished under this order to Buyer. Drawings shall conform to the requirements of MIL-STD-28. Such drawings shall be capable of making Van Dyke or Auto Positive reproductions without loss of quality in clarity of legibility. Upon written approval of completed design by Buyer, Seller shall fabricate tooling or equipment in accordance with requirements of the approved drawings. For the purpose of this purchase order, approval of design shall mean Buyer's concurrence in the general design concept only and

will not relieve Seller of the responsibility of providing tooling or equipment which meets all of the requirements of the specifications and terms and conditions of this order.

B. Completed design and vellums shall become the property of Buyer.

C. All drawings and vellums are to be rolled and placed in mailing tubes for shipment and shall precede shipment of tooling or equipment by a minimum of one (1) week. Packages shall be marked as follows:

Attention:	(Cognizant Buyer)
Bldg:	(Bldg No. as indicated in the "SHIP TO" block on the face of this purchase order)
P.O. No.:	(This purchase order)
Part No.:	(Part Number of enclosed drawings)

15. NON-TERMINATION RESIDUAL INVENTORY

Title to non-termination residual equipment, spares, material, or work in process, properly acquired for performance but not required to be delivered as line item(s) under this contract, shall vest in the Buyer or the Government upon recognition and acceptance of the entire cost thereof as a direct cost element in price(s). Seller shall report all such property to Buyer on appropriate Government inventory schedules immediately upon the final delivery of all deliverable items hereunder. All such property shall be held by the Seller for the account of the Buyer or the Government and disposed of in accordance with instructions from the Buyer to be issued on a timely basis. Seller shall incorporate this condition in all negotiated fixed-price incentive or redeterminable subcontracts hereunder.

16. REPORT ON NASA SUBCONTRACTS

A. The Seller agrees to submit information on NASA Form 667 to the National Aeronautics and Space Administration (Attention: Code KD), Washington, D.C. 20546 for each subcontract or modification thereof exceeding $10,000, issued to a lower-tier supplier for articles, materials, or services entering into the performance of this subcontract.

B. When applicable, the Seller will submit negative reports to the above address. Negative reports are due not later than July 31 for the 12 month period ending June 30 of each year until this subcontract is physically completed.

17. PROPERTY

Delete paragraph (g) (1) of the Article entitled Property, in the Standard Terms and Conditions for Cost-Reimbursement type purchase orders and subcontracts, Form No. CO-084-048 and insert in it's place the following: Seller agrees to return all Buyer or Government property in as good condition as when received, except for reasonable wear and tear or for the utilization of the property in accordance with the provisions of this contract.

18. PRICE REDUCTION

By submission of the Certificate of Established Catalog or Market Price (SF 1412), Seller has represented that its quoted price for the supplies to be furnished hereunder is based upon established catalog or market prices of commercial items sold in substantial quantities to the general public, and award of this order has been made without requiring the submission by Seller of certified cost or pricing data.

If, however, it is determined that such price was not in fact based upon established catalog or market prices, and by reason thereof, the Contracting Officer of the Government prime contract reduces amounts paid or payable to Aerojet under the prime contract, then the price of this order shall be reduced by a like amount.

19. HEALTH AND SAFETY

Seller warrants that all items furnished under this order will conform to and comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder. Seller further agrees to indemnify and hold harmless Buyer for all damages assessed against Buyer as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970 and the standards issued thereunder and for the failure of the items furnished under this Order to so comply.

Copies of Title 29 of the Code of Federal Regulations and the Act can be obtained from the Dept of Labor.

20. SPECIFICATION IN POSSESSION OF SELLER

Buyer's records indicate that all specifications on the blueprint or any specifications within the specifications on the blueprint, are in possession of the Seller. In the event this is not the case, it is the Seller's responsibility to obtain from the Buyer the required specification.

21. VARIATION IN QUANTITY

No variation in quantity will be allowed.

22. PRICING

This purchase order will not be subject to any increase in price for the contractual period as indicated in the schedule. However, in the event of a general price reduction in the subject material, it is agreed that the Seller will pass such lower price to Buyer effective on the date of such price reduction.

23. SUBSTITUTIONS

Seller agrees not to furnish any substitutions for the items described herein without consent of the Buyer.

24. THIRD PARTY OBLIGATIONS

Seller agrees to include "Article 8: Warranty-Quality" and "Article 9: Warranty-Price" of the Buyers Standard Terms and Conditions in all its lower-tier subcontracts with manufacturers of end items to be procured hereunder and to obtain and furnish to Aerojet a statement from manufacturers that Aerojet TechSystems is a third party beneficiary of such terms and conditions.

25. MILESTONE REPORTS

Seller shall submit to Buyer monthly progress reports. The first report to include the following:

A. A milestone chart which shall show Seller's plan of action graphically plotted. The chart's horizontal axis to indicate lapsed time between receipt of this purchase order and completion thereof. The chart's vertical axis to indicate significant milestones, such as design, procurement, fabrication, testing, etc.

B. Forecast of monthly dollar expenditures under this contract. The chart's horizontal axis to indicate lapsed time between receipt of this purchase order and completion thereof. The chart's vertical axis to indicate scale of the dollar limitation of this purchase order.

C. All subsequent monthly progress reports shall show actual performance against projections submitted to Buyer in the first report. A weekly progress schedule in bar chart form will be required showing scheduled and actual progress toward completion. The forwarding or cover letter shall identify the longest lead or limiting item.

26. PRE-ACCEPTANCE AT SELLER'S PLANT, FINAL AT BUYER'S PLANT

A pre-acceptance test of equipment before shipment will be performed at the Seller's plant. This pre-acceptance test shall be witnessed by Buyer's personnel and performed in such a manner by the Seller as to allow Buyer's personnel to ascertain with reasonable surety that this equipment will perform in a satisfactory manner when installed at Buyer's plant. Final acceptance shall be dependent upon the equipment performance to the requirements of this order after installation.

27. ACCEPTANCE AFTER INSTALLATION AT BUYER'S PLANT

Final acceptance shall be dependent upon equipment performance to the requirements of this order after installation at Buyer's plant.

28. INSTALLATION SUPERVISION

Seller to provide supervision for installation of supplies listed herein at Aerojet TechSystems Company, Sacramento, California.