

1. **GENERAL:** The terms and conditions herein are in addition to Aerojet Terms and Conditions for Purchase Orders, and are incorporated by reference into individual Requests for Quote (RFQ) and Purchase Orders (Order) issued by Aerojet in support of Government prime contracts/subcontracts. The Federal Acquisition Regulations (FAR) and FAR Supplement clauses identified are those versions in effect in the prime contract or subcontract under which this Order is issued, and are incorporated herein by reference with the same force and effect as if set forth in full text. Seller agrees to flow down, as required, all applicable clauses. Except as noted in the Purchase Order Terms and Conditions, these terms and conditions shall be controlling over any conflicting terms and conditions set forth thereunder.

2. **DEFINITIONS:** Except as noted in individual clauses, the following changes are made to FAR/FAR Supplement clauses to make the context of the referenced clause applicable to this Order.

Term	As Used in the Clause
Aerojet's Customer	Any entity, government or commercial, at any level in the contractual chain (including final end user) to which Aerojet supplies or services related in any way to the supplies or services covered by this RFQ or Order are provided.
Contract, Schedule, Order or PO	This Order.
Contracting Officer	An authorized representative of Aerojet's Procurement department (e.g., Buyer).
Contractor or Offeror	Seller
Disputes Clause	The clause contained in Aerojet's Standard Terms and Conditions entitled "Disputes" or "Governing Law".
Government, United States and Equivalent Phrases	Aerojet
Prime Contract	The contract between the Government and its prime contractor.
Subcontractor	Any person with whom the Seller contracts in connection with the performance of this Order and their subcontractors at any tier.
Subcontract	Purchase orders and lower-tier subcontracts at any tier which Seller issues under this Order.

3. **SELLER'S RESPONSIBILITY:** Seller warrants that it has fully examined all requirements and all conditions related to Seller's performance, including but not limited to labor, material and skills. Seller warrants that it has, or can readily obtain during performance, all resources needed to perform this Order, including financial resources.

4. **EXAMINATION OF RECORDS:** Seller agrees to make available to Buyer all records relating to the performance of this Order should Buyer require such information as elsewhere herein provided, or for purposes of resolving any dispute or claim pressed upon Buyer, within a period of three years after final payment under this Order. The Comptroller General of the United States or any of his duly authorized representatives shall have access to and the right to examine records of Seller in accordance with FAR 52.215-2 Audit and Records – Negotiation, which is incorporated herein by reference. Seller agrees to incorporate the provisions of this clause in all subcontracts pertaining to this order.

5. **EXPORT OF TECHNICAL DATA OR HARDWARE:** Seller represents and warrants that no technical data or hardware furnished to it by Aerojet as part of this RFQ or this Order, or developed by the company directly from such data or hardware during performance of the work under this Order, will be re-exported to any foreign national, firm or country, including foreign nationals employed by or associated with the United States, without first complying with the licensing, approval, and all other requirements of the U.S. export control laws, regulations, and directives, including but not limited to the Arms Export Control Act (22 USC 2778), International Traffic in Arms Regulation (22 CFR, Part 120-130), Export Administration Act (50 USC 2401-2410 as amended), Export Administration Regulations (15 CFR Part 730-799) and DoD directive 5230.25, Withholding of Unclassified Technical Data from Public Disclosure. Offeror will obtain the written consent of Aerojet prior to submitting any request for authority to export any such technical data or hardware.

Any person who engages in the United States in the business of either manufacturing or exporting defense articles or furnishing defense services is required to register with the Office of Defense Trade Controls. Manufacturers who do not engage in exporting must nevertheless register. If Seller is subject to this requirement, they must register with the Directorate of Defense Trade Controls (U.S. State Department) pursuant to 22 CFR §122.1(a) and be cognizant of the requirements of the International Traffic in Arms Regulations (22 CFR §120-130).

6. **TERMINATIONS:** Termination and Stop Work clauses that apply are identified in paragraph 7, Government Clauses. Seller shall not include in any claim submitted hereunder any cost of design engineering or development or any cost for special tooling, unless specifically ordered by Buyer as a separate item of work separately priced, notwithstanding any provision of Parts 31, 45, 49 or elsewhere in FAR. Seller shall submit its termination claim within the period prescribed by the applicable FAR or FAR Supplement clause, unless extended by Buyer in writing prior to the expiration of said period. Failure to submit a claim within such period shall constitute a waiver of such claim, and Buyer shall not be required to notify Seller or make any determination thereof.

7. GOVERNMENT CLAUSES:

Clause No.	FAR Clause Title
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions On Subcontractor Sales To The Government Applicable to Orders exceeding \$100,000.
52.203-7	Anti-Kickback Procedures Applicable to Orders exceeding \$100,000. Paragraph (c)(1) does not apply. Paragraph (c)(4) is revised by deleting "The Contracting Officer may" and inserting "To the extent the Contracting Officer has effected an offset at the prime contract level or has directed Aerojet to withhold any sum from the Seller, Aerojet may..."
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity "Government" means "Government" and "Contracting Officer" means "Contracting Officer". Paragraph (e) is added: "(e) To the extent the Government has reduced Aerojet's price or fee in accordance with paragraph (c) of this clause for violations of the Act by Seller, Aerojet may reduce the price or fee of this Order accordingly."
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	Limitation On Payments To Influence Certain Federal Transactions Applicable only to Orders exceeding \$100,000.
52.204-2	Security Requirements Applicable to Orders involving access to classified information. "Government" in paragraph (c) means "Government". References to the "Changes" clause are excluded.
52.211-5	Material Requirements
52.211-14	Notice of Priority Rating for National Defense Use Applicable if a DPAS Rating is identified in the Request for Quote.
52.211-15	Defense Priority and Allocation Requirements Applicable if a DPAS Rating is identified in the Order.
52.215-2	Audit And Records—Negotiation Applicable to Orders exceeding \$100,000 that are (1) cost-reimbursement, time-and-material, labor hour, price re-determinable, (2) cost or pricing data is required, or (3) cost, funding or performance reports are required. "Contracting Officer" in paragraphs (b), (c) and (e) means "Contracting Officer".
52.215-10	Price Reduction For Defective Cost Or Pricing Data Applicable to Orders or modifications to Orders involving a pricing adjustment expected to exceed \$550,000 that require submittal of cost or pricing data.
52.215-11	Price Reduction For Defective Cost Or Pricing Data (Modifications) Applicable to Orders or modifications to Orders involving a pricing adjustment expected to exceed \$550,000 that require submittal of cost or pricing data.
52.215-12	Subcontractor Cost or Pricing Data Applicable to Orders or modifications to Orders involving a pricing adjustment expected to exceed \$550,000.
52.215-13	Subcontractor Cost or Pricing Data—Modifications Applicable to Orders or modifications to Orders involving a pricing adjustment expected to exceed \$550,000.
52.215-14	Integrity Of Unit Prices Applicable to Orders exceeding \$100,000. Paragraph (b) does not apply.
52.215-15	Pension Adjustments And Asset Reversions Applicable to Orders that require submittal of cost or pricing data, or for which any pre-award or post-award cost determination will be subject to FAR Part 31.
52.215-16	Facilities Capital Cost Of Money Facilities capital cost of money will be an allowable cost under the contemplated Order, if the criteria in FAR 31.205-10(b) are met. The Offeror must propose facilities capital cost of money in its offer. If the Offeror does not propose this cost, the resulting Order includes FAR 52.215-17, in lieu of this clause.
52.215-17	Waiver Of Facilities Capital Cost Of Money
52.215-18	Reversion Of Adjustment Of Plans For Postretirement Benefits (PRB) Other Than Pensions Applicable to Orders that require submittal of cost or pricing data, or for which any pre-award or post-award cost determination will be subject to FAR Part 31.
52.215-19	Notification Of Ownership Changes Applicable to Orders that require submittal of cost or pricing data, or for which any pre-award or post-award cost determination will be subject to FAR Part 31.
52.216-7	Allowable Cost and Payment Applicable to Cost Type Orders.

52.219-8	Utilization Of Small Business Concerns
52.219-9	Small Business Subcontracting Plan Applicable to Orders exceeding \$500,000 and Seller is not a small business, or otherwise exempt.
52.222-1	Notice To The Government Of Labor Disputes
52.222-4	Contract Work Hours and Safety Standards Act-Overtime Compensation Applicable to Orders exceeding \$100,000. "Contracting Officer" means "Contracting Officer" in paragraph 2. Aerojet may withhold or recover from Seller any sums that Aerojet's customer withholds or recovers from Aerojet due to a violation of a provision of this clause by Seller or Seller's subcontractors.
52.222-20	Walsh Healy Public Contracts Act Applicable to Orders involving manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds \$10,000.
52.222-21	Prohibition Of Segregated Facilities
52.222-22	Previous Contracts and Compliance Reports
52.222-26	Equal Opportunity Paragraphs (b)(1) through (b)(11) only are included in this Order.
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans Applicable to Orders \$25,000 or more
52.222-36	Affirmative Action For Workers With Disabilities Applicable to Orders exceeding \$10,000. Paragraph (b)(2) delete "provided by or through the Contracting Officer" and insert "provided upon request by the Contracting Officer through the Aerojet purchasing representative".
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans Applicable to Orders \$25,000 or more.
52.222-41	Service Contract Act Of 1965, As Amended
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-5	Pollution Prevention and Right-to-Know Information
52.223-6	Drug-Free Workplace
52.223-7	Notice of Radioactive Materials
52.223-11	Ozone-Depleting Substances
52.223-13	Certification of Toxic Chemical Release Reporting
52.223-14	Toxic Chemical Release Reporting Applicable to Orders exceeding \$100,000, if supplier facilities are located in US) Paragraph (e) does not apply.
52.225-1	Buy American Act – Supplies Applicable to Orders that require Seller to provide items that will be end products supplied under the prime contract.
52.225-3	Buy American Act-- Free Trade Agreements--Israeli Trade Act Applicable to Orders that require Seller to provide items that will be end products supplied under the prime contract.
52.225-5	Trade Agreements
52.225-8	Duty-Free Entry Applicable to Orders for supplies identified in the Order as accorded "duty-free entry", or other foreign supplies in excess of \$10,000, to be imported into the customs territory of the United States. In paragraph (b)(1), "20 days" is changed to "30 days". In paragraph (b)(2), "10 days" is changed to "20 days". "Government" means "Government" and "Contracting Officer" means "Contracting Officer" in paragraph (e).
52.225-13	Restrictions On Certain Foreign Purchases
52.225-14	Inconsistency Between English Version And Translation Of Contract
52.225-15	Sanctioned European Union Country End Products

52.227-1	<p>Authorization And Consent This clause is revised to read as follows, and the term "Government" means "Government".</p> <p>(a) The Government authorizes and consents to all use and manufacture, in performing this Order or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government and/or Aerojet under this Order or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Seller or a subcontractor with (i) specifications or written provisions forming a part of this Order or (ii) specific written instructions given by Aerojet directing the manner of performance. The entire liability to the Government and or Aerojet for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this Order or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent herein above granted.</p> <p>(b) Seller agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.</p>
52.227-2	<p>Notice And Assistance Regarding Patent And Copyright Infringement Applicable to Orders exceeding \$100,000.</p>
52.227-3	<p>Patent Indemnity "Government" means "Government and Aerojet".</p>
52.227-9	<p>Refund Of Royalties Applicable to Orders that include royalties of \$250 or more in the Order price.</p>
52.227-10	<p>Filing Of Patent Applications-Classified Subject Matter Applicable to Orders involving access to classified information.</p>
52.227-11	<p>Patent Rights - Retention By The Contractor (Short Form) Applicable to Orders to small business firms or nonprofit organizations for the performance of experimental, developmental or research work. "Contracting Officer" means "Contracting Officer". "Government" means "Government".</p>
52.227-12	<p>Patent Rights - Retention By The Contractor (Long Form) Applicable to Orders to other than small business firms or nonprofit organizations for the performance of experimental, developmental or research work. "Contracting Officer" means "Contracting Officer". "Government" means "Government".</p>
52.227-14	<p>Rights in Data – General In paragraph (b) Allocation of Rights, "Government" means "Government" and "Contractor" changes to "Seller" rather than "Aerojet". "Contracting Officer" means "Contracting Officer" in the first sentence of paragraph (c)(1) and in paragraph (e).</p>
52.228-5	<p>Insurance-Work On A Government Installation Applicable to Orders that require work on Government installations. "Government" means "Government".</p>
52.229-3	<p>Federal, State And Local Taxes</p>
52.229-4	<p>Federal, State And Local Taxes (State and Local Adjustments)</p>
52.232-17	<p>Interest</p>
52.234-1	<p>FAR Industrial Resources Developed Under Defense Production Act Title III. "Government" means "Government".</p>
52.242-3	<p>Penalties For Unallowable Costs (Does not apply to FFP Orders)</p>
52.242-13	<p>Bankruptcy</p>
52.242-15	<p>Stop Work Order "90 days" in paragraph (a) is changed to "120 days", and "30 days" in paragraph (b)(2) is changed to "15" days".</p>
52.242-17	<p>Government Delay of Work</p>
52.244-6	<p>Subcontracts For Commercial Items</p>
52.245-2	<p>Government Property (Fixed-Price Contracts)</p>
52.245-5	<p>Government Property (Cost-Reimbursement, Time-and-Material, Or Labor-Hour Contracts) If this Order is Time-and-Material, Labor-Hour, or Cost Reimbursement, "Contracting Officer" means "Contracting Officer" and "Government" means "Government".</p>
52.246-2	<p>Inspection Of Supplies- Fixed Price "Government" means "Government and/or Aerojet".</p>
52.246-3	<p>Inspection Of Supplies- Cost-Reimbursement "Government" means "Government and/or Aerojet".</p>
52.246-4	<p>Inspection Of Services- Fixed Price "Government" means "Government and/or Aerojet".</p>
52.246-5	<p>Inspection Of Services- Cost-Reimbursement "Government" means "Government and/or Aerojet".</p>

52.246-6	Inspection Of Services- Time-And-Material And Labor-Hour "Government" means "Government and/or Aerojet".
52.246-7	Inspection Of Research And Development - Fixed-Price "Government" means "Government and/or Aerojet".
52.246-8	Inspection Of Research And Development - Cost-Reimbursement "Government" means "Government and/or Aerojet".
52.246-9	Inspection of Research and Development (Short Form)
52.246-16	Responsibility For Supplies
52.246-23	Limitation Of Liability Applicable to Orders requiring Seller to provide supplies. The term "acceptance" means acceptance of the supplies by the Government.
52.246-24	Limitation Of Liability -High Value Items
52.246-25	Limitation Of Liability-Services Applicable to Orders requiring Seller to provide services. "Government" means "Government and/or Aerojet".
52.247-63	Preference For U.S. - Flag Air Carriers Applicable to Orders involving international air transportation.
52.247-64	Preference For Privately Owned U.S. - Flag Commercial Vessels
52.249-1	Termination For Convenience Of The Government (Fixed-Price) (Short Form)
52.249-2	Termination For Convenience Of The Government (Fixed-Price) The date specified in paragraph (c) is revised from "120 days" to "60 days", in paragraph (e) is revised from "1 year" to "6 months", and in paragraph (l) is revised from "90 days" to "45 days".
52.249-6	Termination (Cost-Reimbursement)
52.249-8	Termination (Default Fixed-Price Supply And Service)
52.249-9	Default (Fixed-Price Research and Development)
Clause No.	Department of Defense FAR Supplement Clause Title
252.203-7001	Prohibition On Persons Convicted Of Fraud Or Other Defense-Contract-Related Felonies Applicable to Orders exceeding \$100,000. "Government" means "Government".
252.204-7000	Disclosure Of Information
252.208-7000	Intent To Furnish Precious Metals As Government-Furnished Material In all RFQs and Orders for precious metals.
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty. Applicable to Orders exceeding \$100,000.
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country.
252.209-7002	Disclosure of Ownership or Control by a Foreign Government.
252.209-7004	Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country
252.211-7000	Acquisition Streamlining Applicable to Orders exceeding \$1,000,000. "Government" means "Government".
252.215-7000	Pricing Adjustments
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) Applicable to Orders exceeding \$500,000 and Seller is not a small business, or otherwise exempt.
252.223-7001	Hazard Warning Labels
252.223-7002	Safety Precautions For Ammunition And Explosives Applicable to Orders involving ammunitions and explosives.
252.223-7003	Change In Place Of Performance-Ammunition And Explosives Seller must identify in proposals the place of performance. Applicable to Orders involving ammunitions and explosives.
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
252.225-7001	Buy American Act And Balance Of Payments Program "Government" means "Government".
252.225-7014	Preference For Domestic Specialty Metals
252.225-7018	Notice Of Prohibition Of Certain Contracts With Foreign Entities For The Conduct Of Ballistic Missile Defense Research, Development, Test, And Evaluation
225.225-7021	Trade Agreements
252.225-7022	Restriction On Acquisition Of Polyacrylonitrile (PAN) Carbon Fiber
252.225-7025	Restriction On Acquisition Of Forgings
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate

252.225-7035	Buy American Act--Free Trade Agreements--Balance Of Payments Program Certificate
252.225-7036	Buy American Act- Free Trade Agreements Act – Balance Of Payment Program
252.226-7001	Utilization Of Indian Organizations, Indian-Owned Economic Enterprises, And Native Hawaiian Small Business Concerns Applicable to orders exceeding \$500,000
252.227-7016	Rights In Bid Or Proposal Information
252.227-7034	Patents-Subcontracts
252.227-7039	Patents-Reporting Of Subject Inventions
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles And Space Launch Vehicles
252.231-7000	Supplemental Cost Principals
252.235-7003	Frequency Authorization Applicable to Orders involving development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.
252-243-7001	Pricing Of Contract Modifications Applicable to Orders \$100,000 or more.
252.244-7000	Subcontracts For Commercial Items And Commercial Components (DoD Contracts)
252.245-7001	Reports Of Government Property "Government" means "Government", except "cognizant Government property administrator" means "Buyer".
252.246-7001	Warranty Of Data
252.247-7023	Transportation Of Supplies By Sea Orders \$100,000 or less, only paragraphs (a) through (e) of this clause, and this paragraph (h) apply. The entire clause applies to Orders exceeding \$100,000. "Prime contract" in paragraph (a)(5) is changed to "this Order". Paragraph (c) is changed to read "Seller and its subcontractors may request that Aerojet obtain Government authorization for shipment....". "45 days" is changed to "60 days" in paragraph (d) and "30 days" to "25 days" in paragraph (e).
252.247-7024	Notification Of Transportation Of Supplies By Sea
252.249-7002	Notification Of Anticipated Contract Terminations Or Reductions
Clause No.	NASA FAR Supplement Clause Title
1852.204-75	Security Classification Requirements
1852.211-70	Packaging, Handling, And Transportation
1852.219-74	Use Of Rural Area Small Businesses
1852.223-70	Safety And Health
1852.223-71	Frequency Authorization Applicable to Orders involving development, production, testing, or operation of a device for which a radio frequency authorization is required.
1852.223-72	Safety And Health (Short Form) Applicable to Orders exceeding \$2,500.
1852.223-74	Drug- And Alcohol-Free Workforce
1852.225-70	Export Licenses
1852.227-11	Patent Rights-Retention By The Contractor (Short Form) Applicable to Orders to small business firms or nonprofit organizations for the performance of experimental, developmental or research work. "Contracting Officer" means "Contracting Officer". "Government" means "Government".
1852.227-70	New Technology Applicable to Orders to other than small business firms or nonprofit organizations for the performance of experimental, developmental or research work. "Contracting Officer" means "Contracting Officer". "Government" means "Government".
1852.227-84	Patent Rights Clauses
1852.227-87	Transfer Of Technical Data Under Space Station International Agreements
1852.228-72	Cross-Waiver Of Liability For Space Shuttle Services
1852.228-76	Cross-Waiver Of Liability For Space Station Activities
1852.228-78	Cross-Waiver Of Liability For NASA Expendable Launch Vehicle Launches
1852.244-70	Geographic Participation In The Aerospace Program Applicable to Orders \$100,000 or more.
1852.246-73	Human Space Flight Item
Clause No.	DOE FAR Supplement Clause Title
952.227-11	Patent Rights--Retention By The Contractor (Short Form)
952.227-13	Patent Rights--Acquisition By The Government