

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 Request for Quotes (RFQ) and Purchase Orders (PO) issued by Aerojet in support of Government contracts. In the event of a conflict between these terms and conditions and the Aerojet Terms and Conditions for Purchase Orders, this set shall take precedence.

Individual RFQs and POs will identify an effectivity date that will determine the version of the FAR clause, or FAR supplement, that applies to that specific RFQ or PO. FAR clauses, or FAR supplements, identified herein are self-deleting when the stated conditions do not apply.

2. DEFINITIONS: Except as otherwise expressly provided in the Request for Quote or Purchase Order, or elsewhere in this document, the following terms have the meanings set forth below.

Aerojet means Aerojet-General Corporation and its wholly-owned subsidiaries.

Aerojet's Customer means any entity at any level in the contractual chain (including the final end user) to which Aerojet supplies or services related in any way to the Supplies or Services covered by this PO are provided.

Buyer means Aerojet. The definition of buyer is provided in the U.C.C.

Contract, Order or PO mean Purchase Order.

Contracting Officer means a duly authorized representative of Aerojet's procurement department.

Contractor or Offeror mean Seller.

Customer means Aerojet's buyer, which may be the Government or a commercial entity.

Disputes Clause means the clause contained in Aerojet's Standard Terms and Conditions entitled "Disputes" or "Governing Law".

Government means Aerojet.

Prime Contract means the contract between the Government and its prime contractor.

Property means all property, both real and personal. It includes, but is not limited to, facilities, material, special tooling, special test equipment, and customer owned property.

Services includes services or work performed, workmanship, and material (including designs and data) furnished or utilized in the performance of services or work.

Subcontractor means any person with whom the Seller contracts in connection with the performance of this Order and their subcontractors at any tier.

Subcontract includes purchase orders and lower-tier subcontracts at any tier which Seller issues under this Order.

Supplies includes without limitation, raw materials, components, intermediate assemblies, end products, designs and data and lots of supplies. Supplies shall be considered goods within the meaning of the U.C.C.

3. SELLER'S RESPONSIBILITY: Seller warrants that it has fully examined all requirements of this Order 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. INVOICES: By virtue of its submission to Aerojet, each invoice or claim from Seller shall be deemed to include a warranty by Seller that all amounts claimed by Seller are due and proper. Aerojet shall have the right to audit such claim or invoice and any books, documents or records of Seller that involve transactions relating to or which form the basis of said invoice or claim. In addition to any other rights Aerojet may have under this Order, Aerojet shall have a right of action against Seller for any breach of such warranty. Upon request by Aerojet, Seller shall provide written certification of Seller's invoices or claims in such terms, and with such signatures, as Aerojet may prescribe; and Aerojet may ignore any invoice or claim not so certified. Seller shall ensure that each of Seller's Subcontractors at all tiers are bound by the same obligations as are imposed on Seller by this paragraph.

5. FEDERAL ACQUISITION REGULATION CLAUSES**Applies to All Orders unless otherwise stated:**

- 52.203-3** **Gratuities** "Government" means "Government and/or Aerojet" in paragraph (a)(1). "Contract" means "Contract or Subcontract".
- 52.203-5** **Covenant Against Contingent Fees** "Government" means "Government", except in para. (a).
- 52.203-10** **Price of Fee Adjustment for Illegal or Improper Activity** In para (a), the phrase "the head of the contracting activity or his or her designee" means Aerojet, and the phrase "that there was a violation" is revised to read "that Seller was in violation". Para (d) does not apply.
- 52.203-11** **Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**
- 52.204-2** **Security Requirements** Applies to Orders that require access to classified information.
- 52.208-1** **Required Sources for Jewel Bearings and Related Items** "Government" means "Government".
- 52.211-5** **New Material** "Government" means "Government" in the first sentence.
- 52.211-7** **Other Than New Material, Residual Inventory, and Former Government Surplus Property**
"Government" and "contract" mean "Government" and "contract".
- 52.215-26** **Integrity of Unit Prices** Para (c) does not apply.
- 52.215-31** **Waiver of Facilities Capital Cost of Money**
- 52.222-1** **Notice to the Government of Labor Disputes**
- 52.222-20** **Walsh-Healey Public Contracts Act**
- 52.222-26** **Equal Opportunity** "Contracting Officer" means "Contracting Officer".
- 52.223-3** **Hazardous Material Identification and Material Safety Data** "Government" means "Aerojet or the Government".
- 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** Applies to Orders that require import of (1) supplies identified in the Order as supplies accorded duty-free entry; or (2) other foreign supplies in excess of \$10,000 into the customs territory of the U.S. "Government" means "Government". "Contract administration office" and "CAO" mean "Aerojet".
- 52.225-11** **Restrictions on Certain Foreign Purchases**
- 52.227-3** **Patent Indemnity** "Government" means "Aerojet and the Government".
- 52.227-9** **Refund of Royalties** Applies if the Order price includes royalties exceeding \$250.
- 52.227-10** **Filing of Patent Applications-Classified Matter** Applies to Orders that cover classified subject matter. "Government" means "Government".
- 52.227-11** **Patent Rights - Retention by the Contractor (Short Form)** Applies if Seller is a small business firm or nonprofit organization, and this Order requires performance of experimental, developmental or research work. "Contracting Officer" and "Government" mean "Contracting Officer" and "Government".
- 52.227-12** **Patent Rights - Retention by the Contractor (Long Form)** Applies if Seller is not a small business firm or nonprofit organization, and this Order requires performance of experimental, developmental or research work. "Contracting Officer" and "Government" mean "Contracting Officer" and "Government".
- 52.228-5** **Insurance-Work on a Government Installation** Applies to Orders that require Seller to work on a Government installation. "Government" means "Government".
- 52.229-3** **Federal, State and Local Taxes**
- 52.229-4** **Federal, State and Local Taxes (Noncompetitive Contract)**
- 52.234-1** **Industrial Resources Developed Under Defense Production Act Title III**
- 52.242-15** **Stop-Work Order**
- 52.245-2** **Government Property (Fixed-Price Contracts) (Dec 1989)**
- 52.245-5** **Government Property (Cost-Reimbursement, Time-and-Material or Labor Hour Contracts) (Jan 1986)**
- 52.245-1** **Government Furnished Property (Fixed-Price And Labor Hour Contracts)**
- 52.245-3** **Government Property Control**
- 52.245-4** **Government Property (Cost Reimbursement and Time and Material Contracts)**

5. FEDERAL ACQUISITION REGULATION CLAUSES (continued)**Applies to All Orders unless otherwise stated:**

- 52.246-2 Inspection of Supplies-Fixed Price** Applies to Fixed-Price Orders for supplies. "Government" means "Aerojet" and/or "Aerojet's Customer"
- 52.246-3 Inspection of Supplies-Cost-Reimbursement** Applies to cost-reimbursement Orders for supplies. "Government" means "Aerojet" and/or "Aerojet's Customer"
- 52.246-4 Inspection of Services-Fixed Price** Applies to fixed-price Orders for services. "Government" means "Aerojet" and/or "Aerojet's Customer"
- 52.246-5 Inspection of Services-Cost-Reimbursement** Applies to cost-reimbursement Orders for services. "Government" means "Aerojet" and/or "Aerojet's Customer"
- 52.246-6 Inspection-Time-and-Material and Labor-Hour** Applies to time-and-material or labor-hour Orders. "Government" means "Aerojet" and/or "Aerojet's Customer"
- 52.246-16 Responsibility for Supplies**
- 52.246-23 Limitation of Liability** Applies to Orders that require delivery of end items that are not high-value items. "Acceptance" means "acceptance by the Government", and in paras (a) and (b), "delivered under this contract" shall mean "delivered to Aerojet or the Government". "Government" means "Government".
- 52.247-63 Preference for U.S.-Flag Air Carriers** Applies to Orders that involve international air transportation.
- 52.247-64 Preference for Privately Owned US Flag Commercial Vessels**
- 52.249-2 Termination for Convenience of the Government (Fixed-Price)** The date specified in paragraph (c) is revised from "120 days" to "90 days".
- 52.249-6 Termination (Cost-Reimbursement)**
- 52.249-8 Termination (Default Fixed-Price Supply and Service)**

Applies to Orders Over \$2,500:

- 52.222-36 Affirmative Action for Handicapped Workers** "Contracting Officer" means "Contracting Officer".

Applies to Orders Over \$10,000:

- 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns**
- 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans** "Government" means "Aerojet or the Government".
- 52.222-37 Employment Reports on Special Disabled Veterans of the Vietnam Era**

Applies to Orders Over \$25,000:

- 52.246-25 Limitation of Liability-Services** "Government" means "Government and/or Aerojet".

Applies to Orders Over \$50,000:

- 52.215-2 Audit and Records--Negotiation** Applies to Orders that (i) are cost-reimbursement, incentive, time-and-material, or price redeterminable, (ii) require cost or pricing data, or (iii) require reports by paragraph (e) of this clause. "Contracting Officer" and "Government" mean "Contracting Officer" and "Government". Contact the Buyer for the identity of the Contracting Officer under the Prime Contract.
- 52.227-1 Authorization and Consent** In subpara (a)(1), "Government" means "Aerojet or the Government".
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement** "Government" means "Aerojet or the Government".

5. FEDERAL ACQUISITION REGULATION CLAUSES (continued)**Applies to Orders Over \$100,000:**

- 52.203-6 Restrictions on Subcontractor Sales to the Government** "Government" means "Government".
- 52.203-7 Anti-Kickback Procedures** Subparagraph (c)(1) shall not apply. The definitions in paras II and III herein shall apply only to (c)(2) through (c)(5). Subparagraph (c)(4) is revised as follows: in the first sentence, delete the phrase "the Contracting Officer may..." and insert the phrase "After the Contracting Officer has effected an offset at the prime contract level, or has directed Aerojet to withhold any sum from the subcontractor, Aerojet shall....." "Government" means "Aerojet or the Government".
- 52.203-12 Limitations on Payments to Influence Certain Federal Transaction** "Government", "Contracting Officer" and "Contractor" mean "Government", "Contracting Officer" and "Contractor" except in the following: "Contractor" means "Seller" in subparagraphs (c)(1, 2 and 3) and (d). In subparagraph (c)(4), the terms "prime contractor" and "awarding Contractor" mean "Seller", and the term "Contracting Officer" means "Aerojet". In subparagraph (e)(1), "paragraph (a)" is corrected to read paragraph (b), and "paragraph (b)" is corrected to read paragraph (c). In subparagraph (e)(2), Contractors means Seller and its subcontractors.
- 52.222-4 Contract Work Hours and Safety Standards Act--Overtime Compensation** "Contracting Officer" means "Contracting Officer".
- 52.223-2 Clean Air and Water**

Applies to Orders Over \$500,000:

- 52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan** This does not apply to small businesses.

Applies to Orders Requiring Submittal of Certified Cost and Pricing Data:

- 52.215-27 Termination of Defined Benefit Pension Plans**
- 52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits other than Pensions (PRB)**
- 52.215-40 Notification of Ownership Changes**

6. DEPARTMENT OF DEFENSE FAR SUPPLEMENT CLAUSES**Applies to All Orders unless otherwise stated:**

- 252.204-7000 Disclosure of Information**
- 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material** "Government" and "Contracting Officer" mean "Government" and "Contracting Officer".
- 252.223-7001 Hazard Warning Labels**
- 252.223-7002 Safety Precautions for Ammunition and Explosives** Applies to Orders that involve ammunition or explosives. In paras (b)(2) and (g)(1)(i), "Government" means "Government and Aerojet". In para (g)(3), "Government" means "Government and/or Aerojet".

Applies to All Orders unless otherwise stated:

- 252.223-7003 Change in Place of Performance-Ammunition and Explosives**
- 252.225-7001 Buy American Act and Balance of Payments Program**
- 252.225-7002 Qualifying Country Sources as Subcontractors**
- 252.225-7009 Duty-Free Entry-Qualifying Country End Products and Supplies** "Government" and "Contracting Officer" mean "Government" and "Contracting Officer".

6. DEPARTMENT OF DEFENSE FAR SUPPLEMENT CLAUSES (continued)**Applies to All Orders unless otherwise stated:**

- 252.225-7010 Duty-Free Entry—Additional Provisions** Applies to Orders that require import of one of the following into the customs territory of the U.S. (1) supplies identified in the Order as supplies to be accorded duty-free entry; or (2) other foreign supplies in excess of \$10,000. The information required by paras (c)(1), (c)(2) and (c)(3), and the address and Activity Address Number of the Contracting Officer administering the prime contract, can be obtained from the buyer. "Contracting Officer" means "Contracting Officer".
- 252.225-7012 Preference for Certain Domestic Commodities**
- 252.225-7014 Preference for Domestic Specialty Metals and Alternate I.** "Government" means "Government".
- 252.225-7015 Preference for Domestic Hand or Measuring Tools**
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings**
- 252.225-7017 Preference for United States and Canadian Valves and Machine Tools**
- 252.225-7022 Restriction on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber** Applies if the end product furnished under this Order contains PAN fibers.
- 252.225-7025 Foreign Source Restrictions** Applies to Orders that involves restricted forging items.
- 252.225-7027 Limitation on Sales Commissions and Fees**
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles**
Paragraph (b) is replaced with the following: "If Buyer's Customer conducts an investigation of any accident involving an aircraft, missile, or space launch vehicle being manufactured, modified, repaired or overhauled under, or in connection with, Buyer's prime contract or subcontract, Seller shall cooperate with, and provide assistance to, Buyer and Buyer's Customer until said investigation is completed.
- 252.235-7003 Frequency Authorization** Applies to Orders that call for developing, producing, testing, or operating a device for which a radio frequency authorization is required.
- 252.236-7000 Modification Proposals-Price Breakdown**
- 252.243-7001 Pricing of Contract Modifications**
- 252.246-7001 Warranty of Data (Dec 1991)** "Government" means "Government", and "Contracting Officer" means "Contracting Officer and/or Aerojet". In par. (b) the phrase "(as identified in DD Form 1423, Contract Data Requirements List)" shall not apply.
- 252.247-7024 Notification of Transportation of Supplies by Sea**

Applies to Orders Over \$50,000:

- 252.203-7001 Special Prohibition on Employment** Applies to first-tier subcontracts only. Para (g) shall not apply. "Government" means "Government and /or Aerojet". "Contractor" and "Contract" mean "Contractor" and "Contract" .
- 252.209-7000 Acquisitions From Defense Contractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty**
- 252.247-7023 Transportation of Supplies by Sea** "Contracting Officer" means "Contracting Officer".

7. NATIONAL AERONAUTICS AND SPACE ADMINISTRATION FAR SUPPLEMENT CLAUSES**Applies to Orders Over \$100,000:**

- 252.225-7026 Reporting of Contract Performance Outside the United States**
- 252.231-7000 Supplemental Cost Principles**

Applies to Orders Over \$500,000:

- 252.249-7001 Notification of Substantial Impact on Employment**
- 252.249-7002 Notification of Proposed Program Termination or Reduction**
- 252.219-7003 Small, Small Disadvantaged and Women-Owned Business Subcontracting Plan (DoD Contracts)**

**7. NATIONAL AERONAUTICS AND SPACE ADMINISTRATION FAR SUPPLEMENT CLAUSES
(continued)****Applies to Orders Over \$1,000,000:**

252.211-7000 Acquisition Streamlining

Applies to Orders Requiring Submittal of Certified Cost and Pricing Data:

252.215-7000 Pricing Adjustments

Applies to All Orders unless otherwise stated:

18-52.219-74 Use of Rural Area Small Businesses

18-52.223-71 **Frequency Authorization** Applies to Orders that call for developing, producing, testing, or operating a device for which a radio frequency authorization is required.

18-52.223-72 **Potentially Hazardous Items** Applies to Orders that require the manufacture or handling of potentially hazardous items or components.

18-52.245-73 **Financial Reporting of Government-Owned/Contractor-Held Property**

Applies to Orders Over \$100,000:

18-52.244-70 Geographic Participation in the Aerospace Program (Apr 1985)

Applies to Orders Over \$500,000:

18-52.219-75 Small Business and Small Disadvantaged Business Subcontracting Reporting

Applies to Orders Over \$1,000,000 and all Orders, regardless of value, that involve hazardous materials or operations:

18-52.223-70 **Safety and Health** In para (f), "Authorized Government representatives of the Contracting Officer" means "Authorized representatives of the Government and/or Aerojet".

Applies to Orders Over \$10,000,000:

18-52.232-84 Milestone Billing Arrangements-Subcontracts

Applies to All Orders That Require Seller to Perform Experimental, Developmental or Research Work:

18-52.227-70 **New Technology** Applies if Seller is not a small business firm. "Contracting Officer" and "Government" mean "Contracting Officer" and "Government".

18-52.227-71 **Requests for Waiver of Rights to Inventions**

18-52.227-72 **Designation of New Technology Representative and Patent Representative** Applicable Orders will identify the representative.