

1. **GENERAL:** These terms and conditions are in addition to Aerojet Terms and Conditions for Fixed Price Purchases PROC 0309 dated July 1997. In the event of a conflict between these terms and conditions and PROC 0309, 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. **LANGUAGE:** All correspondence and contractual instruments between Aerojet and Seller shall be in the English language, and all monetary amounts shall be in U.S. dollars.
3. **DEFINITIONS:** Except as otherwise provided, the following terms as used in this PROC 0352 have the meanings set forth below:
- "Aerojet" means Aerojet General Corporation and its operating units (e.g., Aerojet).
 - "Changes clause" means the clause entitled "Changes" contained in Aerojet Terms and Conditions for Fixed-Price Purchases.
 - "Contract", or "Order" mean Purchase Order.
 - "Contracting Officer" means a duly authorized representative of Aerojet's procurement department
 - "Contractor" or Offeror" means Seller.
 - "Disputes clauses" means the clause entitled "Disputes" contained in contained in Aerojet Terms and Conditions for Fixed-Price Purchases.
 - "Government" means Aerojet.
 - "Order" means this Purchase Order.
 - "Prime contract" means the contract between Aerojet and its Customer. It is the contract under which this Order is issued.
 - "Property" means all property, both real and personal. It includes facilities, material, special tooling, special test equipment, and Government agency peculiar property.
 - "Subcontract" includes purchase orders and lower-tier subcontracts at any tier which the Seller issues under this Order.
 - "Subcontractor" means Seller's subcontractors at any tier.
4. **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.
5. **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.
6. **LABELING OF OZONE DEPLETING SUBSTANCES** Seller shall comply with 40 CFR Part 82.100-124, Protection of Stratospheric Ozone; Labeling in the performance of this Order. The regulation applies to (1) products manufactured with a process using a class I substance, (2) products that contain a class I substance, and/or (3) containers containing a class I or class II substance. It also applies to products manufactured by Aerojet or another supplier that will be provided to Seller as furnished property for processing (e.g., machining, welding, etc.). For affected items, Aerojet prefers that adhesive labels not be affixed to the container or product itself, but that a warning statement, with the information required by the regulation, be provided as part of the shipping documents accompanying delivery of the item. Such warning statement satisfies the requirements of Section 611 of the 1990 Clean Air Act Amendments, 40 CFR Part 82.

FEDERAL ACQUISITION REGULATIONS**Applicable to all Orders**

- 52.203-3 **Gratuities** "Government" means "Government/Aerojet" in paragraph (a)(1). "Contract" means "Contract or Subcontract".
- 52.204-2 **Security Requirements**
Applicable only if this Order requires access to information classified "Confidential", "Secret" or "Top Secret").
- 52.215-26 **Integrity of Unit Prices**
Para (c) does not apply.
- 52.223-3 **Hazardous Material Identification and Material Safety Data**
The term "Government" shall mean "Aerojet or the Government", and the definition of "Government" in para III.A herein shall not apply.
- 52.225-10 **Duty-Free Entry**
This clause applies if this Order requires the 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. Para (f) does not apply. Additionally, the definition herein of "Government" shall not apply, and "contract administration office" and "CAO" shall mean Aerojet.
- 52.225-11 **Restrictions on Certain Foreign Purchases**
- 52.227-3 **Patent Indemnity** "Government" means "Aerojet/Government".
- 52.227-10 **Filing of Patent Applications--Classified Matter**
The definition herein of "Government" shall not apply.
- 52.227-12 **Patent Rights-Retention by the Contractor (Long Form)**
This clause applies only if this Order requires experimental, developmental or research work.
- 52.228-3 **Worker's Compensation Insurance (Defense Base Act)**
- 52.242-15 **Stop-Work Order**
- 52.245-2 **Government Property (Fixed-Price Contracts)**
- 52.246-23 **Limitation of Liability**
This clause applies if this Order requires delivery of end items that are not high-value items. "acceptance" shall mean "acceptance by the Government", and in paras (a) and (b), "delivered under this contract" shall mean "delivered to Aerojet or the Government". Additionally, The definition of "Government" in para III.A herein shall not apply.
- 52.247-63 **Preference for U.S.-Flag Air Carriers**
This clause applies if this Order involves international air transportation.
- 52.247-64 **Preference for Privately Owned U. S. -Flag Commercial Vessels**

Applicable to Orders Over \$50,000

- 52.215-2 **Audit--Negotiation**
- 52.227-1 **Authorization and Consent**
The definition of "Government" in para III.A herein shall apply only in subpara (a)(1).
- 52.227-2 **Notice and Assistance Regarding Patent and Copyright Infringement**
The definition of "Government" in para III.A herein shall not apply.

Applicable to Orders Over \$100,000

- 52.203-6 **Restrictions on Subcontractor Sales to the Government**
The definition herein of "Government" shall not apply.

Applicable to Orders Over \$500,000

- 52.215-22 **Price Reduction for Defective Cost or Pricing Data**
 52.215-24 **Subcontractor Cost or Pricing Data**
 52.215-27 **Termination of Defined Benefit Pension Plans**

DEPARTMENT OF DEFENSE FAR SUPPLEMENTS**Applicable to all Orders****252.225-7010 Duty-Free Entry—Additional Provisions**

This clause applies if this Order requires the 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. Unless otherwise specified in the body of this Order, the address of the Contracting Officer administering the prime contract is:

RAA / Contract Operations
 DCMO Aerojet, Sacramento
 P.O. Box 15846
 Sacramento CA 95852-1846

The Activity Address Number for the above office is DLA8AU.

The information required by paras (c)(1), (c)(2) and (c)(3) can be obtained from the buyer.

The definition of "Contracting Officer" in para III.B herein shall not apply.

- 252.225-7022 **Restriction on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber**
 252.247-7024 **Notification of Transportation of Supplies by Sea**

Applicable to Orders Over \$50,000

- 252.203-7001 **Special Prohibition on Employment** "Government" means "Government/Aerojet".
 "Contractor" and "Contract" mean "Contractor" and "Contract".
 Para (f) shall not apply.
 252.209-7000 **Acquisition From Subcontractors Subject to On-Site Inspection Under the
 Intermediate Range Nuclear Forces (INF) Treaty**
 252.247-7023 **Transportation of Supplies by Sea**

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION FAR SUPPLEMENT CLAUSES**Applicable to All Orders:**

- 18.52.210-75 **Packaging and Marking**
 18-52.227-70 **New Technology**

This clause applies if this order requires Seller to perform experimental, developmental or research work. "Contracting Officer" and "Government" mean "Contracting Officer" and "Government".

- 18-52.227-72 **Designation of New Technology Representative and Patent Representative**
 Complete addresses will be provided by Aerojet upon request.

18-52-227-87 **Transfer of Technical Data Under Space Station International Agreements.**
The definition herein of "Contracting Officer" shall not apply. In para 3, "NASA" means "Aerojet".

Applies to all Orders, 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".

Applicable to Orders Over \$100,000

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

Applies to Orders Over \$1,000,000

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".