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Additional Terms and Conditions For Request for Quotations and Purchase Orders in Support of Government Contracts

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.

2. **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.

3. **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.

4. **EXPORT REPRESENTATION:** Seller represents and warrants that they will comply with all U.S. laws and regulations governing import and export of hardware and technical data including but not limited to the Arms Export Control Act (22 USC 2778), International Traffic in Arms Regulations (ITAR) 22CFR 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. As a minimum Seller shall not:

(i) Re-export any technical data or hardware furnished to it by Aerojet to any foreign national, firm or country without an approved license, if required.

(ii) Ship any technical data or hardware into the US without first notifying Aerojet and obtaining written confirmation from the Aerojet Buyer that Aerojet has obtained any required import permits, licenses or approvals.

5. **GOVERNMENT CLAUSES:** The FAR and FAR Agency Supplement clauses on the following pages 2-6 are incorporated herein unless the individual clause exempts its use. Individual RFQs and POs will identify an effectivity date that will determine the version of the FAR clause, or Agency FAR supplement clauses, that applies to that specific RFQ or PO. These clauses are incorporated with the same force and effect as if set forth in full text. Seller agrees to flow down, as required, all applicable FAR and Agency FAR Supplement clauses.

Except as noted in individual clauses, the following changes to the FAR and Agency FAR Supplements are made:

Aerojet's Customer means any entity, government or commercial, 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.

Contract, Schedule, Order or PO mean Purchase Order.

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

Contractor or Offeror mean Seller.

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.

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.

Clause No.	FAR Clause Title
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 Applicable to Orders exceeding \$100,000
52.203-12	Limitation on Payments to Influence Certain Federal Transactions Applicable 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
52.211-15	Defense Priority and Allocation Requirements
52.215-2	Audit and Records—Negotiation Applicable to Orders exceeding \$100,000 that are cost-reimbursement, time-and-material, labor hour, price redeterminable and cost or pricing data is required, or cost, funding or performance reports are required. "Contracting Officer" in paragraphs (b), (c) and (e) means "Contracting Officer".
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
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.
52.219-8	Utilization of Small Business Concerns Applicable to Orders offering further subcontracting opportunities.
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 exceeding \$10,000.
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity Paragraphs (b)(1) through (b)(11) only are included in this Order.
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Applicable to Orders \$10,000 or more.

52.222-36	Affirmative Action for Workers with Disabilities Applicable to Orders exceeding \$10,000. Paragraph (b)(2) is revised to 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 Disabled Veterans and Veterans of the Vietnam Era Applicable to Orders \$10,000 or more.
52.222-41	Service Contract Act of 1965, as Amended
52.225-1	Buy American Act - Balance of Payments - 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--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program 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 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
52.225-15	Sanctioned European Union Country End Products Applicable to Orders that require Seller to provide items that will be end products supplied under the prime contract.
52.227-1	Authorization and Consent This clause is revised to read as follows, and the term "Government" means "Government". (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. (b) The 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.
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement Applicable to Orders exceeding \$100,000.
52.227-3	Patent Indemnity "Government" means "Government and Aerojet".
52.227-9	Refund of Royalties Applicable to Orders that include royalties of \$250 or more in the Order price.
52.227-10	Filing of Patent Applications-Classified Subject Matter Applicable to Orders involving access to classified information.
52.227-11	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".
52.227-12	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".
52.227-14	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).



52.228-5	Insurance-Work on a Government Installation Applicable to Orders that require work on Government installations. "Government" means "Government".
52.229-3	Federal, State and Local Taxes
52.229-4	Federal, State and Local Taxes (Noncompetitive Contract)
52.234-1	FAR Industrial Resources Developed Under Defense Production Act Title III. "Government" means "Government".
52.245-2	Government Property (Fixed-Price Contracts)
52.245-5	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".
52.246-2	Inspection of Supplies- Fixed Price "Government" means "Government and/or Aerojet".
52.246-3	Inspection of Supplies- Cost-Reimbursement "Government" means "Government and/or Aerojet".
52.246-4	Inspection of Services- Fixed Price "Government" means "Government and/or Aerojet".
52.246-5	Inspection of Services- Cost-Reimbursement "Government" means "Government and/or Aerojet".
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".
52.246-16	Responsibility for Supplies
52.246-23	Limitation of Liability Applicable to Orders that require Seller to provide supplies. "Government" means "Government and/or Aerojet".
52.246-24	Limitation of Liability -High Value Items
52.246-25	Limitation of Liability-Services Applicable to Orders that require 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

DFARS 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 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.
252.209-7004	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
252.223-7001	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 Applicable to Orders involving ammunitions and explosives.
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials Applicable to Orders involving work on DoD installations.
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
252.225-7001	Buy American Act and Balance of Payments Program "Government" means "Government".
252.225-7007	Buy American Act-trade agreements-Balance of Payments Program. Applicable to Orders that require Seller to provide items that will be end products supplied under the prime contract.
252.225-7008	Supplies To Be Accorded Duty-Free Entry Contact Aerojet for identification of items to be accorded duty-free entry.
252.225-7009	Duty-Free Entry-Qualifying Country Supplies (End Products And Components) Applicable to Orders involving supplies to be accorded duty-free entry under the prime contract. Paragraph (e) is changed to read "Aerojet will obtain from the Government duty-free entry certificates and afford such assistance as appropriate to obtain the duty-free entry of qualifying country supplies for which the shipping documents contain the notation specified in paragraph (f) of this clause." "Contracting Officer", "Government", "prime contractor", and "prime contract" mean "Contracting Officer", "Government", "prime contractor", and "prime contract" in paragraphs (c), (d), (i) and (k); except change "Contracting Officer administering the prime contract" and "contract administration office" in paragraph (i) to "Aerojet's purchasing representative", and change "Contracting Officer" in paragraph (i)(10) to "Government".
252.225-7010	Duty-Free Entry-Additional Provisions Applicable to Orders involving supplies to be accorded duty-free entry under the prime contract. Paragraph (c) is changed by deleting "administering the prime contract" after "Contracting Officer" and deleting "contract or" before "subcontract". "Contracting Officer" in paragraph (d) means "Contracting Officer". "Contracting Officer" in paragraph (c)(10) means "Government".
252.225-7014	Preference For Domestic Specialty Metals Applicable to Orders for specialty metals.
252.225-7016	Restriction On Acquisition Of Ball And Roller Bearings Applicable to Orders for bearings.
225.225-7021	Trade Agreements
252.225-7022	Restriction On Acquisition Of Polyacrylonitrile (PAN) Carbon Fiber
252.225-7025	Restriction On Acquisition Of Forgings Applicable to Orders for restricted forgings.
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate
252.225-7035	Buy American Act-North American Free Trade Agreement Implementation Act – Balance of Payments Program Certificate
252.225-7036	Buy American Act-North American Free Trade Agreement Implementation Act – Balance of Payment Program
252.227-7016	Rights in bid or proposal information
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".



252.247-7023	Transportation Of Supplies By Sea Applicable to Orders \$100,000 or more. "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

NFS Clause No.	NASA FAR Supplement Clause Title
1852.204-75	Security Classification Requirements Applicable to Orders involving access to classified information.
1852.211-70	Packaging, Handling, And Transportation
1852.219-74	Use Of Rural Area Small Businesses Applicable to Orders offering further subcontracting opportunities.
1852.223-70	Safety And Health Applicable to all Orders with a value \$1,000,000 or more, Orders exceeding \$25,000 involving construction, and all Orders for hazardous materials or operations regardless of dollar value. Paragraph (f)(2) is revised to add "or cancellation clause" after the words "stop-work order clause".
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 exceeding \$100,000.
1852.246-73	Human Space Flight Item