

NASA Flowdowns—Universal Propulsion Company, CA

Additional Terms and Conditions applicable to purchase orders placed under NASA contracts or subcontracts. Where a conflict occurs between the terms printed on the back of the purchase order and the terms of Attachment 1, the terms of Attachment 1 shall prevail.

(a) **FEDERAL ACQUISITION REGULATION:** This purchase order is issued for materials or equipment required for performance of a NASA contract or subcontract and is subject to the following provisions of the Federal Acquisition Regulation as though fully set forth herein. Except as otherwise indicated in the application of such provisions, the term "contractor" shall mean 'Seller', the term "Contracting Officer" shall mean 'Buyer' and when necessary to effectuate the purpose of the clause and the term 'Contract' shall mean 'this order.' The effective date of all the cited FAR and DFAR referenced clauses is the same date of the corresponding clause in the Prime Contract. Seller is subject to all other FAR and DFAR clauses that are or may become mandatory, but not listed herein.

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(b) This purchase order is subject to the Cost Accounting Standards – clauses: 52.230-3 Disclosure and Consistency of Cost Accounting Practices, 52.230-4 Consistency in Cost Accounting Practices and 52.230-5 Administration of Cost Accounting Standards. Seller shall comply with all standards required by these clauses which are in effect on the date of the purchase order award.

Award of this purchase order does not constitute a determination that the seller's disclosed and applied accounting practices used in pricing this purchase order are in compliance with the cost accounting standards (CAS). The government, through the buyer, retains its right to adjust the purchase order price under the CAS clauses and other applicable provisions of this purchase order if a subsequent final determination of noncompliance is made by the contracting officer under the prime contract.

(c) **COMPLIANCE:** In the performance of this purchase order, Seller agrees to comply with all applicable Federal and State Laws and with the applicable rules, orders and regulations of any government agency department, or bureau, provided that nothing herein contained shall be construed as preventing Seller from contesting in good faith the validity of any such law, rule, order or regulation.

(d) **INSPECTION AND AUDIT:** All work during the performance of this purchase order shall be open to inspection and test at the Seller's facility by authorized representatives of the Buyer, Buyer's Customer and/or of the United States Government. For the purpose of inspection, Seller shall at all times allow such representatives free access to the plant, supplies, safety facilities and services as may be required for this work. However, final inspection and acceptance of materials and finished articles will be made after delivery, unless otherwise stated on purchase order.

(e) **LIMITATION OF PROFIT:** Seller warrants that, as far as same may be applicable hereto, it will comply with the Vinson Act (Public Act No. 135, 73rd Congress, as amended from time to time) relating to profit limitations on certain Government contracts and subcontracts, and with all other Government Statutes and lawful rules and regulations on the subject.