

REMARK E21

11/10/14

ALL PROPERTY, WHICH IS PAID FOR IN WHOLE OR IN PART BY PURCHASER, OR IS FURNISHED BY PURCHASER TO SELLER FOR PERFORMANCE UNDER THIS ORDER, SHALL BE CONTROLLED AND ACCOUNTED FOR IN ACCORDANCE WITH THIS REMARK E21 (FORMERLY GT75T).

DEFINITIONS:

PROPERTY means all tangible property, both real and personal, including material, equipment, Special Tooling, Special Test Equipment, and real property. Property does not include intellectual property and software.

SPECIAL TOOLING has the same meaning as stated in FAR 2.101.

SPECIAL TEST EQUIPMENT has the same meaning as stated in FAR 2.101.

BASIC BUILD COST means the direct cost of the Seller to fabricate a unit of Special Tooling or Special Test Equipment, excluding design, drafting or engineering costs associated with the unit design.

ORDER means the purchase order referencing this Remark E21.

CONTRACT NUMBER means the government contract number printed on the Order.

PURCHASER means the party identified as the purchasing entity on the face of the Order.

SELLER means the party contracting with Purchaser to perform the work identified in the Order.

REQUIREMENTS:

U.S. Government Property is subject to FAR.245-1 and 52.245-9 (as referenced in C64).

Seller shall provide Purchaser with written notice, at least sixty (60) days in advance, of Seller's intention to acquire or fabricate Special Test Equipment in support of the requirements under this Order.

If U.S. Government Property is to be used on this Order (or charged to a cost reimbursement or time and materials order):

1. Seller shall comply with all applicable provisions of FAR 52.245-1, including maintaining and administering a program for the utilization, maintenance, protection, preservation and accountability of such Property.
2. Such Property shall be and remain the property of the US Government.
3. Such Property shall be used solely and exclusively for performing work pursuant to Purchaser's orders associated with the Contract Number appearing on the Order, unless expressly authorized in writing (see Cross Contract Utilization below).
4. Such Property shall not be disposed of, or altered in any way without written permission from the Purchaser.
5. Seller shall be directly responsible for any such Property which may be in the possession of a sub-tier supplier, and Seller shall flow the requirements of this Remark E21 to its subcontractors and suppliers who receive such Property.

CROSS CONTRACT UTILIZATION:

If Seller wishes to use U.S. Government Property for performing work pursuant to Purchaser's orders associated with a different contract number(s):

1. Seller is to submit Supplier Request for Cross Contract Use of US Government Property to Purchaser (Sourcing form RCCU) with the supplier quotation.
2. Seller must receive written approval from Purchaser and the US Government prior to use of US Government property.
3. Rental fees are required as described in FAR 52.245-9.

4. Such use shall only be to the extent of the written approval and shall be on a non-interference basis.
5. Purchaser's authorization of such use does not waive any rights of the Purchaser to terminate the Seller's right to use the Government Property, and require Seller, at the Seller's expense, to return the US Government Property to Purchaser or the US Government, as directed by Purchaser, and/or to restore/replace the property to its pre-rental condition (less normal wear and tear).
6. Unauthorized use of Government Property can be subject to penalties under 18 U.S.C. 641.

IDENTIFICATION:

Applicable Property will be identified per the marking requirements set forth in Remark 070 in this Order.

INVOICES/PROPERTY LISTS:

Payment of Sellers invoices by Purchaser is predicated upon Purchaser's acceptance of the first piece of production hardware or other verifiable evidence of tool production.

Sellers invoice for tooling shall be submitted electronically to GEA Accounts Payable (SSSAP) using the current, approved, GEA electronic process. The certified property list (GT166V for Customer or GEA titled property) or (GT166EU for exclusive use supplier titled property) shall be simultaneously sent to the purchasers Buyer/CA as identified on the Order.

PROPERTY RECORDS:

Records will be prepared by the seller on each piece of Property.

Each record should contain the following information:

1. Contract Number or equivalent Purchaser number when applicable.
2. Purchase order number.
3. Property number (the property number may include the Purchaser part number but must be distinctly different from the part by adding a prefix or suffix)
4. Quantity
5. Description (fixture, die, etc.)
6. Drawing number of part produced.
7. Design price
8. Build price
9. Location
10. List of components when applicable.

LOSSES AND/OR DAMAGE:

In the event of damage to Property, Seller shall immediately notify Purchaser's buyer and Purchaser's Property Management Office by fax (513-243-9252). All instances of damage shall be confirmed in writing within five (5) days using Purchaser form GT747. Purchaser will review the report and advise Seller of further required actions, if any. If Property is declared lost, Seller will submit a completed Lost/Damaged Form GT747 to Purchaser's Property Management Office. Purchaser reserves the right to debit Seller's account for the full acquisition cost of all Property Purchaser deems required for future use. Any lost property that is replaced at Seller's expense will be titled to the customer, Purchaser or the U.S. Government as applicable and marked accordingly. If any Property previously reported as lost is found, Seller shall notify Purchaser in writing as soon as possible.

INVENTORY:

Upon request by Purchaser, the seller shall perform a physical inventory of accountable property (except materials issued from stock for performance of manufacturing, research, design or other services required by the contract) in his possession or control and shall cause subcontractors to do likewise. When possible, the personnel performing the inventory should be employees not directly responsible for the maintenance or custody of the property. This inventory should be accomplished and returned to the Purchaser within the time frame requested in the notification by the Purchaser. Upon inventory completion, Seller will return all documentation requested by Purchaser under seller's letterhead or electronic signature. Purchaser will provide all necessary inventory instructions, requirements, and forms.

Purchaser reserves the right to charge seller's account for the full acquisition cost of all the accountable property shown on the detail status report provided with the inventory notification, if the inventory documentation is not received within the time frame requested. Seller agrees to allow purchaser (or its authorized agents) and government representatives (when applicable) to conduct periodic reviews of accountable property and seller's records to ensure proper control of both Purchaser and USG owned items.

OBSOLETE/EXCESS PROPERTY:

When seller determines that property is obsolete, or excess to his needs, or if seller is so requested by purchaser, seller shall complete the Property Disposal Data Form (GT9042). Upon receipt and processing of the completed Property Disposal Data Form (GT9042), purchaser will instruct seller as to disposition actions. If the property is to be transferred to another contract or program, purchaser will advise seller as to the replacement contract or program and purchaser's and seller's records will be changed accordingly.

PLANT CLEARANCE: (Disposal of USG owned property)

Obsolete or excess property to be disposed shall be witnessed by a USG representative prior to disposal. The assigned USG representative will contact the seller prior to the planned visit. When property cannot be located and is reported as missing to the government representative at the time of the physical inventory of plant clearance property, seller will at that time forward to purchaser a "Lost/Damaged Report"(GT747). Purchaser will review reports and advise seller of further required actions. If the purchaser is notified of the missing property by the government, and a GT747 has not been received, purchaser will notify seller and reserves the right to debit the seller's account for the full acquisition price of the missing property if the GT747 is not received within the following five (5) working days.

STORAGE OF CUSTOMER OWNED OR USG OWNED PROPERTY:

Purchaser will not reimburse seller for storage of property. Therefore, seller is urged to pursue timely completion and submittal of Property Disposal Data Form (GT9042). If accountable property is disposed of without purchaser's authorization, seller will be liable for the replacement cost. Losses of accountable property determined by purchaser to be obsolete, will be subject to reimbursement by seller to purchaser at a value to be assessed by purchaser.

MOVEMENT OF ST or STE:

Any Government owned or customer owned tooling, that is identified by the purchaser to be moved, from a seller's facility must be identified on a GE Transportation Tooling Purchase Order written against the receiving facility (supplier). Seller shall not proceed to ship tooling to any location other than a GEA facility without said Purchase Order being issued. To obtain the Purchase Order number, contact GEA purchasing personnel. Seller must contact purchaser to obtain the PO reference prior to initiating the shipment of the property. Transfer of tooling to a GEA facility requires only written instructions, which must originate from GEA Sourcing personnel and may be in the form of a PO non-standard remark or a letter transmittal identifying the shipping instructions.