

NORTHROP GRUMMAN CORPORATION
MISSION SYSTEMS
PURCHASE ORDER SUPPLEMENTAL CONDITIONS

PSS/T-2 COMMERCIAL FIXED-PRICE – SUPPLY

The following special and supplemental clauses are only applicable when PSS/T-2 is invoked on the Purchase Order and to the extent they relate to the described covered action and are otherwise self-deleting.

MS-061 –As applicable

Advise Price & Repair P.O.

Seller to perform tear down and inspection at no charge to buyer and quote a firm price for repairs. No other work shall be performed and no costs for buyer's account shall be incurred until authorization is granted by buyer's duly executed written or verbal P.O. Buyer shall not be obligated to authorize any repair work hereunder. Seller assumes full responsibility for loss or damage to buyer's property while such property is in the seller's custody.

MS-028-As applicable

No-Cost Loaner

Supplier agrees to deliver and install described item(s) for a period of days, ending at no charge to NGMS and with no obligation on the part of NGMS to purchase. NGMS is released from all responsibility for physical loss or damage and insurance for such item(s), injury to or death of any person(s) or damage to the property of any person(s), occurring during periods of transportation, installation, use, or removal of it, except when such loss, damage, injury or death is due the fault or negligence of Northrop Grumman. Negotiations for purchase or return of described item(s) will commence days before aforementioned expiration date. Supplier will provide insurance coverage for the loan item(s).

MS-097-As applicable

Bailed Property –Contractor Furnished Supplies, Materials or Equipment

All supplies, materials, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items purchased, either directly or indirectly, by Buyer and/or furnished or delivered to Supplier to perform the Purchase Order, or for which Supplier has been reimbursed by Buyer (collectively referred to as "Bailed Property"), shall be and remain the property of Buyer. Supplier shall bear the risk of loss of and damage to Bailed Property in Supplier's possession, custody or control. Bailed Property shall at all times be properly housed and maintained by Supplier; shall not be used by Supplier for any purpose other than the performance of this Purchase Order; shall be deemed to be property; shall be conspicuously marked "PROPERTY OF NORTHROP GRUMMAN CORPORATION" by Supplier; shall not be commingled with the property of Supplier or with that of any third person; and shall not be moved from Supplier's premises without Buyer's prior written approval. Upon the request of Buyer, Bailed Property shall be immediately released to Buyer or delivered to Buyer by Supplier, at Buyer's direction and expense. Buyer shall have the right to enter onto Supplier's premises at all reasonable times to inspect Bailed Property and Supplier's records with respect thereto. Supplier agrees that it will comply with the obligation hereunder to release Bailed Property notwithstanding any offsetting claim it might have against Buyer and that Supplier shall be liable for any loss or damage to Buyer resulting from Supplier's failure to release Bailed Property when requested.

Where Identified on PR.

Orders which require special packaging or care.

Purchase Order Terms And Conditions (Packaging, Packing, Marking And Bar Coding) [DM-411](#)

Procurements with Special Quality Assurance Requirements

Procurement Quality Requirements [DM-318](#)