

FURNISHED PROPERTY

- (a) GD may furnish Seller property owned by GD, the Government, or GD's customer and required by Seller for the performance of the work under this PO; alternatively, GD may require Seller to acquire property necessary for performance under this PO on behalf of GD, the Government, or GD's customer (hereafter referred to as "Furnished Property"). This may include, without limitation, tools, equipment or material of every description, any replacement thereof, and/or any material affixed or attached thereto.
- (b) Title to Furnished Property shall not vest in Seller. Title thereto shall not be altered by the incorporation or attachment thereto of any property owned by a party other than the owner of such Furnished Property, nor shall any Furnished Property or any part thereof, be or become a fixture or lose its identity because it is affixed to any realty. Seller shall maintain property control records of Furnished Property consistent with good business practice and in accordance with any specific requirements prescribed by GD.
- (c) Seller shall issue such reports as GD may require including an annual inventory with the results reported to GD.
- (d) Seller shall cause all Furnished Property to be clearly marked (if not so marked) to show that it is property of GD, the Government, or a particular named GD customer, as prescribed in the GD purchase order.
- (e) Except as may be authorized by GD in writing, furnished Property shall be used only for the performance of this PO and cannot be cannibalized.
- (f) Seller shall, in accordance with good business practice and without additional charge to GD, maintain in operating condition, repair, protect, calibrate and preserve Furnished Property until disposed of by Seller in accordance with this clause. If this is a cost reimbursable PO, such costs incurred shall be deemed to be an Allowable Cost to the extent treated as a direct cost by Supplier's accounting principles consistently applied.
- (g) Seller assumes the risk of, and shall be responsible for, any loss of, theft or damage to Furnished Property in Seller's possession except for reasonable wear and tear resulting from performance of this PO. Seller must report such events to GD as soon as incident is known.
- (h) GD or such other owner of the Furnished Property shall at all reasonable times have access to the premises wherein any Furnished Property is located.
- (i) Upon the completion of this PO, Seller shall submit, in a form acceptable to GD, inventory schedules covering all items of Furnished Property not consumed in the performance of this PO (including any scrap). Seller shall hold the same at no charge for up to ninety (90) days. At GD's direction, Seller shall dismantle, prepare for shipment, and deliver said property (at GD's expense), or store said property (at GD's expense, provided expenses are reasonable and verifiable), or make such other disposal of Furnished Property as directed by GD. The net proceeds of disposal shall be credited to the price of the PO or shall be paid over as GD may direct.