

CUSTOMER CONTRACT REQUIREMENTS

New Skies Satellites-8 Program

CUSTOMER CONTRACT 40-0136

NSS-20-03-01

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If Form GP1 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 29. If Form GP2 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 28. If Form GP3 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 41. If Form GP4 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 31.

1. The following prime contract special provisions apply to this purchase order:

A. IDENTIFICATION AND CONTROL

Seller shall be directly responsible for and accountable for all supplies, parts, materials, components, subsystems or systems (whether in its possession or, where feasible, the possession of any of its lower-tier subcontractors) which are designated to become the property of Buyer pursuant to the terms of this purchase order, and which are part of the Items to be delivered under this purchase order. For this purpose, Seller shall establish and maintain a system to control, protect, preserve and identify, at all times and until the delivery and acceptance of the last Item to be delivered hereunder, all of the aforementioned property in its possession or, where feasible, the possession of its lower-tier subcontractors. Once supplies, parts, materials, components, subsystems or systems have been installed on or designated for the item to be delivered under this purchase order, such supplies, parts, materials, components, subsystems or systems shall not be redeployed to another of Seller's programs without notice to, and consent from Buyer, and in no event if such redeployment would jeopardize the schedule for delivery hereunder.

B. LOWER-TIER SUBCONTRACTORS

Seller shall, where feasible, require lower-tier subcontractors who are responsible for developing or manufacturing any supplies, parts, materials, components, subsystems or systems which are part of the Items to be delivered under the terms of this purchase order to comply with provisions similar to the provisions of this Attachment.

C. INVENTORY CONTROL

Seller shall maintain an inventory of all Buyer designated property in its possession that has been incorporated into the item to be delivered under this purchase order. Seller shall retain and shall use its reasonable efforts to cause lower-tier subcontractors to retain, inventory records of property incorporated into the item to be delivered under this purchase order, for a period beginning with the award of this purchase order to Seller and ending three years after Buyer's acceptance of all goods delivered or services rendered under this purchase order. Seller and lower-tier subcontractors shall have inventory records covering the property incorporated into the item to be delivered under this purchase order available for Buyer and Buyer's customer's review and inspection, upon reasonable notice. If there are no property inventories in Seller's or Seller's lower-tier subcontractors' possession, notification shall also be provided to this effect to Buyer.