



[Close](#)

## Special Provisions

---

## Form D1 4305 1500 (Rev. 2/96)

(Applicable only to the extent called out in the Purchase Contract)

### K. CHANGES

1. CHANGES CLAUSE CLAIM PERIOD. The "Changes" clause of this contract is revised by changing the number of days set forth therein from thirty (30) to twenty-five (25).
2. ADJUSTMENT LIMITATIONS. Any Seller change proposal shall include a "not to exceed" price and delivery adjustment, or a "not less than" price and delivery adjustment, as applicable, acceptable to Seller in the event Buyer subsequently orders such change. The change shall be evaluated on the basis of such amounts and if ordered, the equitable adjustment shall not exceed such amounts.
3. PRICING OF CHANGES. The negotiated price for any change will neither exceed the amount initially proposed by Seller as an increase for the change nor be less than the amount initially proposed by Seller as a decrease for the change.
4. OPTION ADJUSTMENTS. In addition to other requirements of the "Changes" clause of this contract, each change proposal submitted pursuant to such clause shall include Seller's proposal for adjustment of the prices set forth in the "Options" clause of this contract. If Buyer orders or accepts such change, the contract price and the contract option prices shall be adjusted accordingly.
5. TESTABILITY. Seller submittal of any Class II Engineering Changes shall include the following statement, to which Seller shall be bound: "This change does not affect the testability of this contract item or its components".
6. ADDITIONAL ITEMS. For the considerations contained in this contract, Seller agrees to retain the capability to sell and deliver to Buyer or Buyer's customer(s), and shall sell and deliver to Buyer or Buyer's customer(s) upon request of any of them, such additional quantities of the end items of this contract (as these items may be modified during the performance period of this contract), as well as similar versions of these items, at such price(s) and schedule(s) as in good faith may be mutually agreed upon by Seller and either Buyer or Buyer's customer(s) with due regard for the needs of Buyer's customer(s) and upon those other terms as are mutually agreed upon but which are not less favorable to Buyer and Buyer's customer(s) than those contained in this contract.
7. CHANGE ORDER ACCOUNTING. For every change or series of related changes, Seller shall maintain separate accounts by job order or other suitable accounting procedure of all incurred segregable, direct costs (less allocable credits), of work, both changed, and not changed, allocable to the change. Such accounts shall be maintained until the parties hereto have unconditionally agreed upon an equitable adjustment for such change.

---

#### SPECIAL PROVISIONS:

[| A. General](#) | [| B. Safety](#) | [| C. Government Property](#) | [| D. Work on Government Premises](#) | [| E. Quality Assurance](#) | [| F. Technical Data/Software](#) | [| G. Financial Management](#) | [| H. Security](#) | [| I. Taxes](#) | [| J. Warranties](#) | [| K. Changes](#) | [| L. Insurance](#) | [| M. Packaging, Marking, and Shipping](#) | [| N. Patents](#) | [| O. Bid Instructions](#) | [| P. Purchase Contracts Administration](#) | [| Q. Time Period Contracts](#) | [| R. Socio-Economic Provisions](#) | [| S. Audit-Records Audit by DCAA](#) | [| T. Indemnification/Hold Harmless](#) | [| General Information](#) | [| Return to Main Page](#)

Close