





The amount of the contractual penalty is not permitted to exceed 20 times the worth of the advantage in accordance with No. 11.4.1, which is worth 500,000 euros in total. An anti-trust fine imposed in the same context shall be offset against the stipulated contractual penalty.

The enforcement of damage compensation by the Client in the event of misconduct remains unaffected by the contractual penalty. In this case, a forfeited contractual penalty shall be offset against the damage compensation.

Contracts in which the Contractor can prove that the infringement against No. 11.4.1 was not generally accepted as being capable of having any effect on the decisions made in the management of the contract on the side of the Federal Office, either directly or indirectly, shall not be taken into account for the calculation of the contractual penalty.

Furthermore, contracts which are awarded after the infringement coming to light shall not be considered for the calculation of the conventional penalty.

## **MASS PROPERTIES REPORT**

The supplier shall establish, implement, and maintain suitable weight and balance control throughout the non-recurring engineering and development of aircraft integration to maintain the required aircraft characteristics and performance in accordance with P-3C Detail Specification.

The supplier shall provide mass and center of gravity data by weighing the outer wing, center wing lower surface, and horizontal stabilizer and provide the results in the Mass Properties Report (CDRL C006)

## **HAZARDOUS SUBSTANCES AND RADIOACTIVE MATERIALS**

(1) The contractor will incorporate hazardous substances in the items only if required on technical and functional grounds. If use of the defense materiel requires handling of hazardous substances, the contractor, in agreement with the customer, will use substances, preparations and products involving the least possible health hazard and being as environmentally safe as possible. The contractor will identify in accordance with the "Gefahrstoffverordnung (Ge

of the provision of objective evidence with the GQA authority of the customer. If, due to such agreement, government quality assurance is performed at the subcontractor's plant, the necessary data and records shall be furnished by the contractor.

(5) The contractor may request government quality assurance of partial quantities only, if such partial quantities have been agreed or if they are in reasonable proportion to the total quantity.

(6) Reworked items shall be resubmitted for government quality assurance.

(7) The contractor will take measures preventing delivery to the customer either directly or indirectly - of items which have been rejected and not been reworked. Nature and scope of such measures will be dependent on the circumstances prevailing at the contractor's plant. The contractor will, at the customer's request, advise him of how he has disposed of the rejected items.

(8) Unless otherwise agreed in the contract, the contractor, when awarding subcontracts, will endeavor to secure for the customer the same GQA rights as the customer holds with respect to the contractor.

In case of visits being required to be paid to Bundeswehr premises, the Contractor or supplier and the personnel or third parties assigned by him to contract performance will notify in time the security officer responsible for the facility to be visited and acquaint themselves with the regulations to be observed.

If the contractor is given access to documents classified "RESTRICTED" (VS-Nur für den Dienstgebrauch), he shall meet the requirements established by the Federal Ministry of Economics and Technology and the Federal Ministry of Defense with respect to security and secrecy and, at their request, exclude certain personnel from contract performance. The Bulletin for the Handling of Documents Classified RESTRICTED (Merkblatt über die Behandlung von Verschlusssachen (VS) des Geheimhaltungsgrades VS - Nur für den Dienstgebrauch - VS-NfD -) becomes part of the contract. If necessary, the Bulletin is available from the procurement office.

If the contractor or supplier is given access to documents classified "CONFIDENTIAL" (VS - Vertraulich) or higher, the Handbook of Industrial Security (Handbuch für den Geheimschutz in der Wirtschaft (Geheimschutzhandbuch)) issued by the the Federal Ministry of Economics and Technology becomes part of the contract. Access shall be limited to such firms already under security supervision by the Federal Ministry of Economics and Technology and cleared for the purpose of the a.m. handbook by the Federal Ministry of Economics and Technology.

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