

SPECIAL TOOLING (Jan 2006)

(a) Title to all special jigs, dies, fixtures, molds, patterns, taps, gauges, and other special tooling acquired and included in the purchase price under this Agreement shall vest in the Government upon fabrication by, or delivery to, the Seller and shall be used only for the performance of this Agreement. Title to special tooling shall not be affected by the incorporation of the property into, or the attachment thereof to, any property not owned by the Government nor shall any such property or part thereof be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

(b) The Seller shall maintain adequate property control records of such property consistent with good business practice and as may be prescribed by the Company and shall cause all such property to be clearly marked to show that it is the property of the Government. Upon the completion or termination of this Agreement, the Seller shall furnish the Company a list of all such special tooling and shall deliver such tooling in accordance with the Company's or the Government's instruction, f.o.b. Seller's plant. The Seller agrees to hold such tooling for a period of sixty (60) days after completion or termination of this Agreement and/or submission to the Company of an acceptable list of Government property, whichever is later, at no cost to the Company or the Government pending disposition instructions from the Company. The Seller assumes the risk of, and shall be responsible for, any loss of or damage to such special tooling in its possession except for reasonable wear and tear until delivered as above specified.