

Fixed-Price Maintenance, Overhaul and Modification General Provisions,
Cont'd

"I hereby certify that I did, on the (date) of (month) 19____, ship via (Name of Carrier) on (Bill of Lading No., Receipt, etc.), in accordance with shipping instructions issued by the Contracting Officer, the supplies called for by Contract Number (insert contract number), that such supplies were in the quantities and of the quality called for, and were in all respects in accord with the applicable specifications or (complete the services) called for by Contract Number (Insert contract number), item (insert item number) and that such services were in the quantity and of the quality called for, and were in all respects in accord with the applicable specifications). This statement is furnished to support payment of the attached invoice."

(b) Notwithstanding any provisions of the certificate above referred to, and notwithstanding the provisions of paragraph (c) of clause hereof, entitled "Inspection", the liability of the Contractor with respect to supplies accepted by the United States Government under the provisions of paragraph (a) above will, after inspection by the United States Government or after the expiration of a reasonable time following delivery to the United States Government within which inspection may be made, whichever occurs first, be limited, except as to supplies rejected upon such inspection, to liability, for latent defects, fraud, or such gross mistakes as amount to fraud.

(c) Five copies of the Certificate of Conformance will be attached to copies of the invoice which are provided the office having overall administrative responsibility for the contract (indicated on the cover sheet hereof.)

Clause 33. EXTRAS (JUL. 1949)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

Clause 34. VARIATION IN QUANTITY (JUL. 1949)

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

Clause 35. RESPONSIBILITY FOR SUPPLIES (JAN. 1958)

Except as otherwise provided in this contract, (1) the Contractor shall be responsible for the supplies covered by this contract