

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

until they are delivered at the designated delivery point, regardless of the point of inspection; (ii) after delivery to the United States Government at the designated point and prior to acceptance by the United States Government, the United States Government shall be responsible for the loss, or destruction of or damage to the supplies only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the United States Government acting within the scope of their employment; and (iii) the Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the United States Government shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the United States Government acting within the scope of their employment.

Clause 36. NOTICE OF SHIPMENTS (JUL. 1949)

At the time of delivery of any shipment of supplies to a carrier for transportation, the Contractor shall give prepaid notice of shipment to the consignee establishment, and to such other persons or installations designated by the Contracting Officer, in accordance with instructions of the Contracting Officer. If such instructions have not been received by the Contractor at least 24 hours prior to such delivery to a carrier, the Contractor shall request instructions from the Contracting Officer concerning the notice of shipment to be given.

Clause 37. MATERIAL INSPECTION AND RECEIVING REPORT (JUL. 1958)

At the time of each delivery under this contract the Contractor shall prepare and furnish to the United States Government, in the manner and to the extent required by the Contracting Officer, a Material Inspection and Receiving Report. The United States Government shall furnish the required forms to the Contractor upon request.

Clause 38. FURNISHING OF PRICING INFORMATION (JAN. 1961)

(a) The Contractor shall furnish to the Accounting and Finance Officer as soon as practical, but in no event later than the time of delivery of the respective item, in such written form as may be convenient for the contractor, its best estimate of the price of any item for which a billing, estimated or firm price does not appear in the contract, or has not otherwise been furnished to the Contracting Officer prior to the time of delivery.