ECONOMIC PRICE ADJUSTMENTSTANDARD SUPPLIES (52.2162) (JAN 199Di7)

(a) The Contractor warrants that the unit price stated in the Schedule for [offeror insert Schedule line item number] is not in excess of the Contractor's applicable established price in effect on the socontract date for like quantitierds of terhe same ite-Im. The term "unindt price" excludes any part of the price directly resulting froucm requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that (1) is an established catalog or market predice for a commercial item sold in substantial quantities to t Rhe general public, and (2) is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items deselivered on and after the effective date of the decrease in the Contractor's established price, and tishis contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased,ti upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective (i) on the effective date of the increase in the applicable established price ifve the AContracting Onofficer receives the Contrmaactor's written request within 10ly days thereafter or (ii) if the written request is received later, on the da Nte the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before theea effective date of the increased contract unit price, unless failure to deliver before thr at date results from causes beyond the control and without the fault or negligence of theFe Contractor, within the meaning ofrr thome Defaultag clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c)ne until the Contracting Officer verifies the incrtiease in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liabilic tyPh to either party, any undelivered portion of the contract items affected by theas requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(e 5) above, and thereafteTrr if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and tansitions\*Felix he Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) above.

(End of clause)