ECONOMIC PRICE ADJUSTMENTSTANDARD SUPPLIES (52.2162) (JAN 199Disor7)

(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 der-Icontract date for like quantitienduces of td Reshe same iteistivm. The term "unie Anot price" excludes any part of the price directly resulting fromaly m 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 prNear ice for a commercial item sold in substantial quantities to tFerrohe 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 dmagneelivered on and after the effective date of the decrease in the Contractor's established price, and ttic Phis 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,hase 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 ifTrans the itionContracting Os\*Felfficer receives the Contrix voactor's written request within 10n Opp days thereafter or (ii) if the written request is received later, on the daenFrete the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before theie Un effective date of the increased contract unit price, unless failure to deliver before thiversat date results from causes beyond the control and without the fault or negligence of theitat Contractor, within the meaning ofBerli thnWe se Defaulthow t clause.

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

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liabilisistityvity to either party, any undelivered portion of the contract items affected by theρ(T) requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(of di5) above, and thereaftesorder if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and tred ferromagnets near,he Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) above.

(End of clause)