

**IDS Terms and Conditions Guide**  
**Section C**

**Clause Number: C130M**  
**Effective: 8/5/2005**  
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**DELIVERY, NOTICE OF DELAY, PACKAGING AND SHIPMENT**

1. Seller will strictly adhere to the delivery and completion schedules specified in this Contract. These delivery dates are the Buyer's "on-dock" dates (not shipping dates). Part of the Buyer's supplier rating system is based upon the compliance with delivery date(s).
2. Seller is responsible for selecting packaging methods and materials, except Styrofoam and similar packaging materials or shredded "confetti" paper, which provide adequate protection at minimum cost. Packaging methods and material selected should consider, as a minimum, fragility, part composition, surface finish, size, weight and transportation mode. Packaging specified or referenced in this Contract must be adhered to unless written deviation is authorized by Buyer. Nonconforming packaging is subject to rejection or repackaging at Seller's expense. Questions concerning these packaging instructions are to be directed to the Buyer. Any change in price, terms or conditions must be approved by the undersigned Buyer's procurement agent prior to implementation.

Each Contract item must be packaged and identified separately. If the part number consists of more than one component, then each component shall be packaged in a single container. Markings on primary packaging must include the part number, nomenclature and quantity. If applicable, include serial number, lot number and cure date. DO NOT combine items from different Contracts in the same shipping container.

All containers are subject to material inspection and should provide a re-closeable feature.

Loose fill packaging material, e.g., plastic peanuts or shredded paper, is prohibited unless contained in polyethylene bag or similar method.

Two or more shipping containers and/or a total weight exceeding 150 pounds must be combined into a unitary load. The limit size of unitary loads in 50" overall height, 42" X 48" pallet (double deck construction) and a maximum 4" overhang on any side. Unitary loads must be properly stacked and bound (i.e., efficient stacking pattern) and bound by stretch wrap. Containers over 150 pounds and/or 60" and up footprint must integrate a 4-way entry skid permitting the use of standard material handling equipment.

Seller must provide legible packing slips, located in a conspicuous and easily accessible place on the inside of the shipping container, unitary or pallet loads. For shipments originating outside the United States, Seller must provide two (2)

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copies of a legible packing slip inside the box. All associated paperwork (i.e., certifications, test reports, MRD's, etc.) must be located with the packing slips.

In addition, one copy of the packing slip must be in a conspicuous and easily accessible place on the outside of the shipping containers or unitary loads. Each shipping container shall be identified with the address, Contract number, item number(s) and part number.

3. Except as specifically authorized by this Contract, Buyer shall not be responsible for payment of goods delivered by Seller, which are in excess of the total quantity ordered. Upon receipt of any excess quantity, the Buyer will notify Seller of the over shipment and allow 48 hours for Seller's determination of whether Seller will:
  - A. Pick up the excess material at Buyer's facility;
  - B. Authorize packing and return shipment at Seller's expense (if Seller elects to have material returned), Buyer's minimum charges for repackaging and shipping will be \$250.00; or
  - C. Permit Buyer to retain such goods at no cost to Buyer.
4. **This Clause C130M shall take precedence over General Provisions Packing and Shipping instructions should a conflict between Clause C130M and the General Provisions arise.**