

IDS Terms and Conditions Guide
Section G

Clause Number: G002L
Effective: 10/8/2004
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WARRANTY (SELLER DESIGN AND BUILD) DETAIL SPARES (Lot VIII and beyond)

1. Seller warrants that all goods and services furnished hereunder will conform to the requirements of this PO/Contract, (including all descriptions, specifications, and drawings made a part of this PO/Contract) and such goods will be merchantable, fit for their intended purpose, free from all defects in material, workmanship and defects in the design. The Buyer's approval of designs or specifications furnished by Seller shall not relieve Seller of its obligations under this warranty.
2. All warranties, including special warranties specified elsewhere herein, shall run to the Buyer and the Government. The warranties shall be applicable for: 1) twelve (12) months after delivery of the goods to the Buyer's customer; or 2) equivalent to the best commercial warranty provided to the Seller's most preferred customer at no additional cost; whichever period is longer.
3. In addition to its other remedies, the Buyer may, at Seller's expense, require prompt correction or replacement of any goods and services failing to meet Seller's warranties herein. Goods and services corrected or replaced by Seller shall be subject to all of the provisions of this PO/Contract and to the same extent as goods and services originally furnished hereunder.
4. As an alternative to the performance of the work by Seller under Paragraph 3 hereof, such repairs/replacements and corrections may, at the Government's option, be performed by the Government of any logistics support organization designated by the Government for the repair, rework or correction of any specification nonconformance or defect referenced above under Paragraph 1 at the Government's repair facilities or by a logistics support organization designated by the Government, and will recognize same for any and all purposes as a correction under this warranty.
5. Seller shall be exclusively responsible for all transportation costs incurred for shipping defective products to Seller's factory and for return of same to the Buyer and/or the Government.
6. Upon receipt of a defective item for correction, repair, or maintenance under this warranty, Seller shall perform any required work within sixty (60) days from the receipt of such defective item and the authority to proceed from the Buyer or such other time as set forth in this contract.
7. This Warranty is in lieu of and replaces the Article entitled "Warranty", as set forth in the General Terms and Conditions/General Provisions.