

## BDS Terms and Conditions Guide

Clause Number: J000

Effective: 05/27/2014

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### REPAIR/REWORK - ESTIMATE ONLY

1. Upon receipt for repair/rework of the material which is the subject of this contract, Seller shall immediately acknowledge such receipt including any evidence of damage in shipment. Seller is authorized to inspect the material, including disassembly if necessary, to determine the repair/rework required and prepare a fixed price quotation covering such repair/rework.

2. No work beyond the inspection and disassembly noted above will be undertaken by the Seller without express written approval from Buyer Purchase Contract/Order change to this document.

3. Seller shall furnish a written quotation for the repair/rework required, by items to be repaired/reworked, no later than 30 days from the date of this contract or such other date that Buyer and the Seller mutually agree upon. The quote will be governed by the terms of this contract, inform Buyer of the results of the inspection and be firm for sixty (60) days. The quotation will include the following:

- a. Identify the work to be performed as repair or rework;
- b. Repair/rework price with separate detailed listings for parts and labor pricing;
- c. Firm delivery schedule from the date of authorization of repaired/reworked effort;
- d. Replacement firm price for a new item of the same description and time span for delivery of such replacement item; and
- e. Identify additional provided property (e.g. equipment, special test equipment, special tooling) required for performance of this purchase contract by completing and returning Form X36080, "Supplier Property Identification Checklist" The X36080 form will be provided by the Procurement Agent upon Seller request. Under no circumstances is use of additional provided property authorized for this purchase contract until properly identified as specified herein **and** authorized for use in accordance with E000.

1. When proposed, all property acquisition costs shall be priced separately from other non-recurring and recurring (parts) costs. Pricing must be clearly presented in a format the Procurement Agent can separately distinguish the special tooling from equipment/special test equipment costs. Costs for supplier fabricated or acquired shop aids; general purpose, perishable or portable tools that do not fit the definition of special tooling, equipment or special test equipment must be funded by the supplier or otherwise be treated as accountable special tooling.

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4. In the event the Seller determines that returned material, or any item thereof, is not repairable, Buyer shall be notified and requested to furnish written disposition instructions.
5. In the event Buyer elects not to authorize repair/rework, Seller and Buyer mutually agree to enter into good faith negotiations to establish a reasonable price for the inspection and, if applicable, the disassembly of the repair/rework item.
6. The warranty set forth in the General Provisions of this contract shall apply to the repair/rework accomplished pursuant to this clause.
7. Upon agreement on the scope, pricing and delivery schedule for the repair/rework proposed, Buyer will issue a change to this contract authorizing the repair/rework effort.
8. Seller shall reference Buyer's packing sheet number and unit serial number, if applicable, on all documents, invoices and Seller packing sheets or shippers.