BDS Terms and Conditions Guide

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CUSTOMER CONTRACT REQUIREMENTS F-15 Korean Repairs CUSTOMER CONTRACT KFX-DAPA-43AB04F78

CUSTOMER CONTRACT REQUIREMENTS

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

Schedule 4 – Contract Performance

- Seller is authorized to complete Test, Teardown, & Evaluation (TT&E) only. Once TT&E is complete, Seller shall provide a quote with the Actual TT&E Price and Estimated Repair Price.
- If the repairable item is determined to be Beyond Economical/Physical Repair (BER/BPR), the Seller shall notify Buyer as soon as practical after TT&E and shall cease work. BER will be considered to be at 65% of the replacement cost of a new spare. Seller shall provide substantiation of why it is deemed BER/BPR. Buyer will provide disposition once received from customer.
- Seller shall not begin repair until receipt of an authorizing purchase order from Buyer.

<u>Schedule 10 – Inspection & Acceptance</u>

- Seller shall provide a Certificate of Conformance of the completed repair upon delivery.

Schedule 17 – Liquidated Damages

- In case of Seller's failure to affectively deliver any repaired item within the stipulated delivery date, liquidated damages shall be levied at the rate of twenty-five hundredths of one percent (0.25%) of the line item value of the applicable repair per day and deducted from the money payable Buyer. The total amount of the liquidated damages shall not exceed ten percent (10%) of the price of the Repair.