

**CUSTOMER CONTRACT REQUIREMENTS
DAPA R.O.K. ARMY CH-47D SPARE PARTS
CUSTOMER CONTRACT KFX-DAPA-41AM08I70**

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

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

Maintenance of Secrecy .

Schedule 22 Maintenance of Secrecy

- a. The Seller hereby warrants that any data or information concerning or relating to this Contract shall not be disclosed without the prior permission in writing of Buyer except as necessary to obtain US or Korean Government licenses, permits or approvals, as may be necessary for the performance of this Contract. Seller shall protect data or information concerning or relating to this Contract from unauthorized disclosure.
- b. Any documents or cables or telexes in relation to and in connection with this Contract, whether or not marked "Confidential" therein, shall not be divulged in any way and shall not be disclosed or released to any other unauthorized person or corporation.
- c. The Seller's obligations provided in this Article for maintenance of secrecy shall survive termination or completion of this Contract.

Liquidated Damages .

Schedule 19 Liquidated Damages for Delayed Shipment

- (a) When the Seller fails to effect shipment or delivery within the period of time stipulated in a Purchase Order Issued under this Contract and the cause for delay is not excusable within the meaning of Article 21, Seller shall, upon receipt of written notice from Buyer, pay to Buyer liquidated damages as set forth in paragraph (b) with respect to the Commodity delayed for each day of delay.
- (b) The liquidated damages for delayed shipment or delivery shall be calculated at a rate of one-fifteen hundredth of one percent (0.15%) per day of delay on the invoice amount of delayed shipment(s) from its facility as set forth on the Transfer and Shipping Authorization. But the total rate shall not exceed ten percent (10%) of the price of the commodity delayed.