

D003

#### **BUYER-FURNISHED ITEMS**

The delivery or performance dates for the items or services to be furnished by Seller under this order are based upon the expectation that to the extent Buyer is to furnish items to Seller such items will be delivered, suitable for use, to Seller in a timely manner. In the event that Buyer-furnished items are not delivered to Seller in time to support the delivery or performance dates, Buyer shall, upon written request made by Seller, determine the delay occasioned Seller thereby and equitably adjust the delivery or performance dates or the price, or both, and any other provision of this order affected by such delay, in accordance with the procedures set forth in the clause of this order entitled "Changes"; provided Seller makes such written request to Buyer within 30 days after the date scheduled for delivery by Buyer. In the event Buyer-furnished items are received by Seller in a condition not suitable for the intended use, Seller shall, upon receipt thereof, notify Buyer of such fact and, as directed by Buyer, either (1) return such items at Buyer's expense or otherwise dispose thereof, or (2) effect repairs or modifications. Upon the completion of (1) or (2) above, Buyer upon written request of Seller, shall equitably adjust the delivery or performance dates or the price, or both, and any other contractual provision affected by the rejection or disposition, or the repair or modification, in accordance with the procedures set forth in the clause of this order entitled "Changes"; provided Seller makes such written request to Buyer within 30 days of receipt of said items. The foregoing provisions for adjustment are exclusive and Buyer shall not be in default nor liable to suit for breach of contract by reason of any delay in delivery of Buyer-furnished items or delivery thereof in a condition not suitable for their intended use.

By notice in writing Buyer may decrease the items furnished or to be furnished by Buyer under this order. In any such case, upon the written request of Seller, Buyer shall equitably adjust the delivery or performance dates or the price, or both, and any other provisions of this order affected by the decrease, in accordance with the procedures set forth in the clause of this order entitled "Changes"; provided Seller makes such written request to Buyer within 30 days of receipt of said notice from Buyer.

Items furnished under this order will be returned by Seller in as good condition as when received, except for reasonable wear and tear or for the utilization of the items in accordance with the provisions of this order.