

Duty Drawback for Domestic Procurements

Buyer's approval of Seller's request to subcontract with a foreign third party a portion of the Goods ordered hereunder is contingent upon the following:

1. Seller must have on file a duty drawback contract with the United States Customs and Border Protection (a copy to be provided to Buyer's Authorized Procurement Representative) and shall pay all United States Custom Duties, using the "drawback" method, on all supplies which will be used on end items and products to be exported from the United States by Buyer or Buyer's customer;
2. Seller will maintain and provide Buyer's Authorized Procurement Representative with records of all such imports incorporated into the supplies ordered hereunder; and
3. Buyer will file for duty drawback, using Seller's customs entry records on all applicable U.S. imports. Upon exportation of Buyer's end items and products, Buyer will retain the refund as a price reduction of the Goods ordered hereunder. In addition to furnishing the documentation specified above, Seller shall, as requested by Buyer, provide any other documentation and establish any administrative controls or invoicing procedures, which may be required to properly and economically import and to allow Buyer to export any end items and products utilizing the Goods furnished hereunder and to obtain the refund of moneys paid in connection therewith. Seller shall also be responsible for assuring that its subcontractors provide any documentation which may be required to carry out the intent of this clause.