

IDS Terms and Conditions Guide
Section I

Clause Number: I104L
Effective: 06/07/2005
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TECHNICAL DATA - WITHHOLDING OF PAYMENT

Buyer reserves the right, if Seller fails to deliver required technical data or computer software (hereinafter "data") by the dates set forth herein or such data is found to be deficient at the time of delivery (including but not limited to having restrictive markings not authorized by this Purchase Order/Contract) to withhold ten percent (10%) of the total price of this Contract until such time as Seller makes the required delivery or corrects any such deficiency. Buyer will not withhold such amount if Seller's failure to deliver data is due to causes beyond its reasonable control and without its fault or negligence; provided Seller has reasonably notified Buyer and has provided Buyer with documentary evidence supporting such claim.

After payments total ninety percent (90%) of the total contract price and if all technical data specified to be delivered under this Contract has not been accepted, Buyer may withhold from further payment such sum as Buyer considers appropriate, not exceeding ten percent (10%) of the total contract price.

The withholding of any amount or subsequent payment to Seller shall not be construed as a waiver of any rights accruing to Buyer under this Contract.