

SP SECTION 7000 - WARRANTY/REWORK/REPAIR/SCRAPPED ITEMS

SP 7000

SUBJECT: Warranty - Two Years.

SPECIAL PROVISION TEXT:

The General Provision entitled "Warranty", number 8.a. is changed from a one-year period to a two-year period as follows:

Was:

General Provisions: "8. Warranty. (a) In addition to Seller's standard warranty, Seller warrants that all Goods furnished under this contract shall be free from defects in materials and workmanship. To the extent Goods are not manufactured pursuant to detailed designs furnished by Buyer, the Goods shall be free from defects in design. This warranty, together with Seller's service warranties and guarantees, if any, shall survive inspection, test and acceptance of, and payment for, the Goods. This warranty shall run to Buyer and its successors, assigns and customers. Such warranty shall extend for a period of **one year** after Buyer's final acceptance unless a different period is set forth elsewhere in this contract. Buyer may, at its option, either (i) return for credit or refund, or (ii) require prompt correction or replacement of the defective or nonconforming Goods. Return to Seller of defective or nonconforming Goods and redelivery to Buyer of corrected or replaced Goods shall be at Seller's expense. Goods required to be corrected or replaced shall be subject to this article and the "Inspection" article of this contract in the same manner and to the same extent as Goods originally delivered under this contract, but only as to the corrected or replaced part or parts thereof. Even if the parties disagree about the existence of a breach of this warranty, Seller shall promptly comply with Buyer's direction to: (i) repair, rework or replace the Goods, or (ii) furnish any materials or parts and installation instructions required to successfully correct the defect or nonconformance. If the parties later determine that Seller did not breach this warranty, the parties shall equitably adjust the contract price."

Is:

General Provisions: "8. Warranty. (a) In addition to Seller's standard warranty, Seller warrants that all Goods furnished under this contract shall be free from defects in materials and workmanship. To the extent Goods are not manufactured pursuant to detailed designs furnished by Buyer, the Goods shall be free from defects in design. This warranty, together with Seller's service warranties and guarantees, if any, shall survive inspection, test and acceptance of, and payment for, the Goods. This warranty shall run to Buyer and its successors, assigns and customers. Such warranty shall extend for a period of **two years** after Buyer's final acceptance unless a different period is set forth elsewhere in this contract. Buyer may, at its option, either (i) return for credit or refund, or (ii) require prompt correction or replacement of the defective or nonconforming Goods. Return to Seller of defective or nonconforming Goods and redelivery to Buyer of corrected or replaced Goods shall be at Seller's expense. Goods required to be corrected or replaced shall be subject to this article and the "Inspection" article of this contract in the same manner and to the same extent as Goods originally delivered under this contract, but only as to the corrected or replaced part or parts thereof. Even if the parties disagree about the existence of a breach of this warranty, Seller shall promptly comply with Buyer's direction to: (i) repair, rework or replace the Goods, or (ii) furnish any materials or parts and installation instructions required to successfully correct the defect or nonconformance. If the parties later determine that Seller did not breach this warranty, the parties shall equitably adjust the contract price." 8.(b) remains unchanged.

SP 7001

SUBJECT: Warranty - Three Years.

SPECIAL PROVISION TEXT:

Was:

General Provisions: "8. Warranty. (a) In addition to Seller's standard warranty, Seller warrants that all Goods furnished under this contract shall be free from defects in materials and workmanship. To the extent Goods are not manufactured pursuant to detailed designs furnished by Buyer, the Goods shall be free from defects

in design. This warranty, together with Seller's service warranties and guarantees, if any, shall survive inspection, test and acceptance of, and payment for, the Goods. This warranty shall run to Buyer and its successors, assigns and customers. Such warranty shall extend for a period of **one year** after Buyer's final acceptance unless a different period is set forth elsewhere in this contract. Buyer may, at its option, either (i) return for credit or refund, or (ii) require prompt correction or replacement of the defective or nonconforming Goods. Return to Seller of defective or nonconforming Goods and redelivery to Buyer of corrected or replaced Goods shall be at Seller's expense. Goods required to be corrected or replaced shall be subject to this article and the "Inspection" article of this contract in the same manner and to the same extent as Goods originally delivered under this contract, but only as to the corrected or replaced part or parts thereof. Even if the parties disagree about the existence of a breach of this warranty, Seller shall promptly comply with Buyer's direction to: (i) repair, rework or replace the Goods, or (ii) furnish any materials or parts and installation instructions required to successfully correct the defect or nonconformance. If the parties later determine that Seller did not breach this warranty, the parties shall equitably adjust the contract price."

Is:

General Provisions: "8. Warranty. (a) In addition to Seller's standard warranty, Seller warrants that all Goods furnished under this contract shall be free from defects in materials and workmanship. To the extent Goods are not manufactured pursuant to detailed designs furnished by Buyer, the Goods shall be free from defects in design. This warranty, together with Seller's service warranties and guarantees, if any, shall survive inspection, test and acceptance of, and payment for, the Goods. This warranty shall run to Buyer and its successors, assigns and customers. Such warranty shall extend for a period of **three years** after Buyer's final acceptance unless a different period is set forth elsewhere in this contract. Buyer may, at its option, either (i) return for credit or refund, or (ii) require prompt correction or replacement of the defective or nonconforming Goods. Return to Seller of defective or nonconforming Goods and redelivery to Buyer of corrected or replaced Goods shall be at Seller's expense. Goods required to be corrected or replaced shall be subject to this article and the "Inspection" article of this contract in the same manner and to the same extent as Goods originally delivered under this contract, but only as to the corrected or replaced part or parts thereof. Even if the parties disagree about the existence of a breach of this warranty, Seller shall promptly comply with Buyer's direction to: (i) repair, rework or replace the Goods, or (ii) furnish any materials or parts and installation instructions required to successfully correct the defect or nonconformance. If the parties later determine that Seller did not breach this warranty, the parties shall equitably adjust the contract price." 8.(b) remains unchanged.

SP 7002 (SP 7002 Canceled Effective 10 June 2002.)

SUBJECT: Warranty - Suppliers.

SPECIAL PROVISION TEXT:

Boeing Mesa accepts the length of the Seller's warranty however Boeing-Mesa retains the remainder of the rights claimed in the "Warranty" article of the Boeing General Provisions imposed on the contract.

SP 7008

SUBJECT: Upgrade - Government Property.

SPECIAL PROVISION TEXT:

The item listed on this purchase order is Government-owned property being returned for upgrade or repair. Seller shall control this property in accordance with Federal Acquisition Regulation (FAR), Subpart 45.5.

SP 7015

SUBJECT: Warranty.

SPECIAL PROVISION TEXT:

Seller warrants that computer programs will be free of defects, will conform to generally accepted standards of good programming practice, and will comply with all pertinent specifications including performance. All warranties shall run to Boeing-Mesa, its successors, assigns, the Customers and to the Users of its products, and shall remain in effect through the period of Seller's warranty obligations under the Purchase Order General Provisions. In the event the Seller fails to correct deficiencies in any computer program or associated documentation, Boeing-Mesa may, by Purchase Order or otherwise, make the necessary corrections and charge to Seller the cost occasioned to Boeing-Mesa thereby. The rights and remedies of Boeing-Mesa provided in this clause are in addition to and do not limit any rights afforded Boeing-Mesa by law or this Purchase Order.

SP 7022 (SP 7022 Canceled Effective 10 June 2002.)

SUBJECT: No – cost repair/replacement. Repair/Replacement. Repair/Replacement.

SPECIAL PROVISION TEXT:

Seller is requested to process the goods as a No-Cost Warranty/Latent Defect repair, replacement or re-performance of nonconforming services (corrective action) as appropriate. If inspection reveals a nonconformance not covered by warranty or if Seller contests the Boeing-Mesa decision regarding corrective action responsibility, Seller will, nevertheless, proceed immediately with the necessary corrective action. If Seller's itemized estimate of charges related to the appropriate corrective action exceeds 65 percent lesser of the original or current contract price, Seller will immediately notify the Buyer and await Buyer's instructions prior to performing any action. If Seller disagrees with the Boeing-Mesa position, a description of the conditions related to the nonconformance which preclude No-Cost corrective action together with a detailed, itemized list of charges therefore shall be provided in writing to the Buyer. Notification by Seller shall be in writing and submitted to Buyer's attention within 30 days of receipt of nonconforming goods or Buyer's notice that services are nonconforming. If Seller fails to provide the Buyer with the required written notice within the 30-day time frame, Buyer shall consider that the required corrective action shall be performed at no cost to Buyer.

In addition to its other remedies, Boeing-Mesa may recover by offset or otherwise, against this contract or any other contract on which money is due Seller by Boeing-Mesa, any amounts paid for goods and services which are nonconforming to the contract requirements and/or which fail to meet Seller's warranties or any other contract requirement, until such goods and/or services have been corrected or replaced. Goods and services corrected or replaced by Seller shall be subject to all provisions of this contract in the manner and to the same extent as goods and services originally furnished.

SP 7030 (SP 7030 Canceled Effective 10 June 2002.)

SUBJECT: Ordnance Warranty. Warranty/Ordnance.

SPECIAL PROVISION TEXT:

Seller warrants all goods and services against defect in manufacture or any defect arising out of faulty materials or workmanship or any failure or malfunction due to quality of materials, workmanship, from acceptance of the goods or services until, (i) twelve (12) months from the date of successful completion of First Article Systems Test, or (ii) the firing of 2,500 rounds, or (3) the dry cycling of 2,500 cycles, whichever occurs first.