

**IDS Terms and Conditions Guide  
Section D**

**Clause Number: D012L  
Effective: 06/07/2005  
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**MATERIALS FURNISHED**

If Buyer, which includes just-in-time (JIT) suppliers or other Buyer subcontractors, furnishes any material for fabrication hereunder, Seller agrees: (1) not to substitute any other material in such fabrication without Buyer's written consent; (2) that title to such materials shall not be affected by incorporation in or attachment to any other property; and (3) that all such material or replacement material furnished at Buyer's expense will be returned in the form of products (except that which become normal industrial waste) or unused material. Seller shall inspect any such material furnished by Buyer within seven days of receipt by Seller (as referenced on Contract Parts Material Order, Form MD-2054) and shall have the right to reject nonconforming material upon inspection. The Seller must immediately, within seven days of material receipt, notify Buyer's Purchasing Agent/Buyer Analyst of any nonconforming material. Seller shall be liable for replacement of any Buyer furnished nonconforming material at no expense to Buyer if Seller fails to notify Buyer's Purchasing Representative of any such nonconformance within the time specified herein. Inaccuracies, out of tolerance conditions or inadequacies in materials, which are accepted by Seller, shall not excuse performance in strict accordance with the applicable specifications.