

**IDS Terms and Conditions Guide
Section D**

**Clause Number: D511
Effective 10/21/2005
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SPECIFICATION RESPONSIBILITY

1. The Seller hereby acknowledges this Purchase Contract has been executed by both parties on the basis that Seller has reviewed and accepted the procurement specification(s) as set forth in this Purchase Contract. Such specification(s) set forth the performance requirements for the equipment and associated items being purchased herein.
2. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found between achievement of the aforesaid performance requirements and adherence to the Seller's proposed design for the equipment and associated items being purchased herein, the Seller hereby warrants that the equipment and associated items to be delivered or performed will meet or exceed the performance requirements of the said specification(s).
3. The Seller agrees that it hereby assumes all risks of impossibility of performance and commercial impracticability under this Purchase Contract.
4. Notwithstanding the Changes clause or any other provision in this Purchase Contract, the Seller hereby agrees that no changes to the aforesaid specification(s) which may be agreed upon to permit achievement of the performance requirements specified in this Purchase Contract for the Seller's proposed equipment and associated items shall entitle the Seller to either any price increase or any extension of the delivery times beyond those set forth herein.
5. Seller further agrees that the design features, if any, set forth in the above specification(s), were reviewed and considered by Seller and that Seller assumes all risks and full responsibility for such design features.