

1. BAR CODING REQUIREMENTS

- a. Seller shall provide bar coded shipping labels, pursuant to Information Technology Standard MRC 3.301-1, on all goods, items and packages shipped to Buyer hereunder.
- b. Determination of payment due date, as set forth elsewhere in this Contract, will also be based on the receipt by Buyer of correct bar coded shipping labels pursuant to paragraph a above.

2. DISPOSITION OF NONCONFORMING MATERIAL

Nothing herein or in other parts of the Contract shall be construed as granting the Seller the authority to make repairs, or accept without repair any nonconformance condition which adversely affects fit, form, function, safety, weight, maintainability or appearance (where a factor), of products to be applied to the Contract.

Seller shall advise Buyer's Authorized Procurement Representative in writing within twenty-four (24) hours of discovering potential or actual non conformances prior to or during manufacture, and/or subsequent to delivery of Goods under this Contract. This is a continuing obligation.

In the event Seller wishes to receive consideration for use-as-is, repair or similar dispositions for the non conformance, proceed as follows:

- a. for goods procured under this Contract for C-17, submit Buyer's Form MD-1898 entitled "Request for Deviation/Waiver" in accordance with MIL-STD-973 Configuration Management, to seek concession from the Customer (Buyer) for use-as-is and repair dispositions. However, Sellers in the seven county Southern California area (Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara and Ventura Counties) shall contact Buyer's local source inspector in lieu of submitting Form MD-1898.
- b. for goods procured under this Contract for other than military program application, (K/DC-10, MD-17, etc.) submit Buyer Form MD-7053, Supplier Information Request (SIR), or any similar format providing the same information.