

# T-AIM-9X WARRANTY (Version 2)

## WARRANTY OF MISSILE HARDWARE

This special warranty supplements Buyer's General Provisions warranty and any reference herein to "request", request for proposal", or solicitation shall also be deemed to mean "this purchase order" as applicable.

### (a) Definitions.

"Acceptance," as used in this clause, means completion of source inspection and acceptance as set forth in this request for the appropriate line item.

"Warranty Failure" is defined as any incident where the item fails to comply with the system specification as determined by a test failure identified using any test or visual inspection performed in accordance with the units/software technical manuals or technical orders/directives and verified by the Seller's test set.

### (b) Seller's obligations.

(1) The Seller warrants that the equipment covered by this clause shall operate without warranty failure after exposure to 2000 captive flight hours after acceptance as measured by the missile Elapsed Time Indicator (ETI) or 120 months (whichever occurs first); provided, however, that with respect to Buyer-furnished property, the Seller's warranty shall extend only to its proper installation, unless the contractor performs some modification or other work on the property, in which case the Seller's warranty shall extend to the modification or other work.

(2) The Seller shall, at his sole option correct, repair or replace returned units. The Seller shall deliver a corrected, repaired or replaced item within thirty (30) days of receipt at the Seller's repair facility. The time for correction, repair or replacement of warranted items will not be counted as part of the warranty period.

(3) Any units corrected, repaired or furnished in replacement shall be subject to the conditions of the warranty for the balance of the warranty period.

(4) The Seller shall not be obligated to correct, repair or replace units if the facilities, tooling, drawings, or other equipment necessary to accomplish the correction, repair or replacement have been made unavailable to the Seller by action of the Buyer. In that event, the Seller shall promptly notify the Buyer, in writing, of the nonavailability.

(5) The Seller shall maintain a database of failure analyses.

(6) The Seller shall provide for the disposal of all warranted components, after Buyer's concurrence on property disposition.

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(7) When units are returned to the Seller, the Seller shall bear the cost of transportation costs from the Buyer's facility and return to the Buyer's facility

(8) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

### (c) Notification.

The Buyer or his representative shall notify the Seller of the breach of the warranty in paragraph (b) of this clause within thirty (30) days after discovery of the warranty failure. The Seller shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with the requirements of this clause. If it is later determined that the Seller did not breach the warranty in paragraph (b) of this clause, the contract price will be equitably adjusted.

### (d) Warranty Costs.

All costs incurred or estimated to be incurred by the Seller in complying with this clause shall be included in the total final price under the Firm Fixed Price terms of this contract. After establishment of the total final price, Seller compliance with this clause shall be at no increase in the total final price. Any equitable adjustments made under paragraph (c) of this clause shall be governed by the Changes clause of this contract.

### (e) Exceptions.

The Seller shall not be liable for failures caused by combat, fire, flood, crash, collision, Acts of God or the common enemy, or the failure of the Government to operate, maintain or store missiles provided under this contract in accordance with approved procedures.

### (f) Miscellaneous:

(1) The rights and remedies of the Buyer and Seller provided in this clause are in addition to, and do not limit, any rights and remedies the Buyer and Seller may have under any other clause or provision of this contract.

(2) The Buyer's rights under this contract because of latent defects, fraud, or such gross mistakes as amount to fraud are not limited by this clause.