

August 28, 1989

APPENDIX 'F'
BUYER FURNISHED PROPERTY

- A. All items, including data, to be furnished by the Buyer as specified in this Purchase Order, are subject to the provisions of this Appendix 'F', and are hereinafter referred to as "property". Title to all such property shall remain with the Buyer.
- B. The Seller shall not incur any liens or encumbrances or permit same to attach to the property. Title to the property shall not be affected by the incorporation or attachment thereof to any property not owned by the Buyer nor shall such property, or any part thereof, be or become a fixture or lose its identity as personality by reason or affixation to any realty.
- C. The property, unless otherwise provided herein, shall be used only for the performance of this Purchase Order. The Buyer and the Government shall at all reasonable times have access to the premises where any of the property is located.
- D. The Seller shall maintain adequate property control records and maintain and administer in accordance with sound industrial practice, a program for the maintenance, protection and preservation of the property so as to assure its full availability and usefulness for the performance of this Purchase Order. The Seller shall take all reasonable steps to comply with all appropriate directions or instructions which the Buyer may prescribe as reasonably necessary for the protection of the property.
- E. The property shall remain in the possession of the Seller for such period of time as is required for the performance of this Purchase Order unless the Buyer determines that the interests of the Buyer require removal of such property. In such case, the Seller shall promptly take such action as the Buyer may direct with respect to the removal and shipping of the property. In any such instance, this Purchase Order may be amended to accomplish an equitable adjustment in its terms and provisions.
- F. Upon the completion of this Purchase Order, or at such earlier date as may be fixed by the Buyer, the Seller shall submit to the Buyer in a form acceptable to its inventory schedules covering all items of the property not consumed in the performance of this Purchase Order (including any resulting scrap) or not therefore delivered to the Buyer, and shall deliver or make such other disposition of the property as may be directed by the Buyer. Recoverable scrap shall be reported in accordance with a

- procedure and in such form as the Buyer may direct. The net proceeds of any disposal approved by the Buyer shall be credited or shall be paid in such manner as the Buyer may direct.
- G. Unless otherwise specifically stated in this Purchase Order, the Seller hereby assumes complete liability for all property including loss or damage thereto and/or expenses incidental to such loss or damage.
- H. In the event any of the property is received by the Seller in a condition not suitable for its intended use, the Seller shall notify the Buyer of such fact and, as directed by the Buyer, either (i) return such property at the Buyer's expense or otherwise dispose of the property, or (ii) effect repairs or modifications. Upon completion of (i) and (ii) above, the Buyer, upon written request of the Seller, shall equitably adjust the delivery or performance dates or the purchase order price, or both, and any other contractual provision affected by the rejection or disposition, or the repair or modification, in accordance with the procedures provided for in the clause of this Purchase Order entitled "Changes". If the property is not received in sufficient time to enable the Seller to meet its delivery or performance dates, then the Seller shall notify the Buyer of such fact and Buyer shall make a determination of the delay, if any, occasioned the Seller thereby, and shall equitably adjust the delivery or performance dates affected by any such delay, in accordance with the procedures provided for in the clause of this Purchase Order entitled "Changes".