MB Aviation Purchase Order Terms and Conditions Supplier Quality Clauses

Clause No.: Q017

Effective: October 21, 2021

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CHANGES

The Marsh Brothers Purchasing representative may in writing, direct changes within the general scope of this purchase order in any of the following:

- 1) Technical requirements and descriptions, specifications, statement of work, drawings or designs.
- 2) Shipment or packaging methods.
- 3) Place of delivery, inspection or acceptance.
- 4) Reasonable adjustment in quantities or delivery schedules or both.

If such change increases or decreases the cost or time required to perform the statement of work under contract the Supplier and MB Aviation shall negotiate an equitable adjustment in the price or schedule or both to reflect the increase or decrease.

The MB Aviation Purchasing representative shall revise the purchase order accordingly.

Unless otherwise agreed in writing, the Supplier must assert any claim for adjustment to the MB Aviation Purchasing representative in writing within thirty(30) days and provide a fully supported proposal within sixty(60) days, after receipt of the notice of change.

Regardless of when asserted, the MB Aviation Purchasing representative may accept any claims at their discretion.

If the Supplier's proposal includes the cost of product made obsolete or excess as a result of the change, MB Aviation Purchasing representative may provide disposition of the material.

Failure to agree upon any adjustment shall not excuse the Supplier from performing in accordance with the MB Aviation Purchasing representative direction.