

PA: BASIC AGREEMENT

REQUIREMENT B12

PURCHASE AGREEMENTS

THIS IS A REQUIREMENTS TYPE AGREEMENT BETWEEN GENERAL ELECTRIC (PURCHASER) AND THE SUPPLIER (SELLER). THE PERIOD OF PERFORMANCE IS FOR A DELIVERY PERIOD OR ORDERING PERIOD AS SPECIFIED IN REMARK G54. EXCEPT AS THIS PA MAY OTHERWISE PROVIDE, THE PURCHASER SHALL ORDER FROM THE SUPPLIER THE SPECIFIED GOODS OR SERVICES THAT ARE REQUIRED DURING THE EFFECTIVE PERIOD.

ANY SUPPLIES OR SERVICES TO BE FURNISHED UNDER THIS PA SHALL BE ORDERED BY THE ISSUANCE OF A PART SCHEDULES REPORT (OR EDI 830) OR BY VENDORSITE SCHEDULE SUMMARY, ACCESSED THROUGH THE GEAE SUPPLY CHAIN WEBCENTER, WHICH SHALL BE INCORPORATED HEREIN BY REFERENCE.

THE QUANTITIES OF GOODS OR SERVICES SET FORTH IN THE RFQ, PA, OR AN ATTACHMENT THERETO ARE ESTIMATES ONLY (BASED ON FORECASTED REQUIREMENTS). PURCHASER'S ACTUAL REQUIREMENTS MAY IN FACT BE LESS THAN OR GREATER THAN THE AMOUNTS STATED. IF GE'S REQUIREMENTS DO NOT RESULT IN ORDERS IN THE QUANTITIES DESCRIBED AS ESTIMATED, THAT FACT SHALL NOT CONSTITUTE THE BASIS FOR AN EQUITABLE PRICE ADJUSTMENT. WHEN A CHANGE IN REQUIREMENTS RESULTS IN A QUANTITY REDUCTION, THOSE QUANTITIES WILL BE DELETED FROM THE PART SCHEDULES REPORT OR VENDORSITE SCHEDULE SUMMARY ON THE BASIS THAT ANY QUANTITY WITH INCURRED COST WILL BE CONSUMED BY FUTURE RELEASES. SHOULD THE QUANTITY WITH INCURRED COST NOT BE CONSUMED, ARTICLE 25 OF THE TERMS AND CONDITIONS REFERENCED ON THIS PURCHASE AGREEMENT APPLY.

IF THE PURCHASER URGENTLY REQUIRES DELIVERY OF ANY ITEM AND THE SUPPLIER IS UNABLE TO MEET THE REQUIRED DELIVERY DATE, THE PURCHASER MAY OBTAIN THE URGENTLY REQUIRED GOODS OR SERVICES FROM ANOTHER SOURCE. IN SUCH AN EVENT, HOWEVER, THE BALANCE OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

ANY RELEASE ISSUED DURING THE EFFECTIVE PERIOD OF THIS AGREEMENT AND NOT COMPLETED WITHIN THAT PERIOD SHALL BE COMPLETED BY THE SELLER IN ACCORDANCE WITH THE RELEASE. THIS AGREEMENT SHALL GOVERN THE SELLER'S AND PURCHASER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THAT RELEASE TO THE SAME EXTENT AS IF THE RELEASE HAD BEEN COMPLETED DURING THE EFFECTIVE PERIOD OF THIS AGREEMENT.

TERMS AND CONDITIONS FOR GOVERNMENT REQUIREMENTS ARE AS REFERENCED I THE TERMS AND CONDITIONS OF PURCHASE REFERENCED IN THIS PURCHASE AGREEMENT.

TERMS AND CONDITIONS FOR COMMERCIAL REQUIREMENTS ARE AS REFERENCED I THE TERMS AND CONDITIONS OF PURCHASE REFERENCED IN THIS PURCHASE AGREEMENT AS MODIFIED BY REMARK F12.

IN THE EVENT OF A CONFLICT BETWEEN THE PART SCHEDULES REPORT OR VENDORSITE SCHEDULE SUMMARY AND THIS AGREEMENT, THEN THIS AGREEMENT SHALL CONTROL. THE PART SCHEDULES REPORT OR VENDORSITE SCHEDULE SUMMARY SCHEDULE ITEM DETAIL WILL IDENTIFY THE CONTRACT NUMBER, PRIORITY RATING, AND REMARKS APPLICABLE TO EACH CONTRACT CODE. PURCHASER'S THEN CURRENT TERMS AND CONDITIONS WILL BE APPLICABLE UNLESS OTHERWISE SPECIFIED.