

DYNAMIC WORKS INSTITUTE

WARRANTY OF SERVICES

- (a) Definitions. "Acceptance," as used in this clause, means the act of an authorized representative of the Customer by which the Customer assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

- (b) Notwithstanding inspection and acceptance by the Customer or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Customer Procurement Official shall give written notice of any defect or nonconformance to the Contractor within 30 days from date of acceptance by the customer. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Customer does not require correction or reperformance.
- (c) If the Contractor is required to correct or reperform, it shall be at no cost to the Customer and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Customer Procurement Official may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Customer thereby, or make an equitable adjustment in the contract price.
- (d) If the Customer does not require correction or reperformance, the Customer Procurement Official shall make an equitable adjustment in the contract price.