

8.0 SAMPLE, TESTING AND ACCESS TO THE FACTORY, ETC.

8.1 Sample and testing

- (a) The Contractor and the S.O. shall be at liberty to call for samples of any Articles to be supplied under the Sub-Contract for examination and/or testing, and to call for such further samples as required until the samples submitted are in the opinion of the S.O. in accordance with the Specifications. Samples approved after such examination and/or test shall indicate the standard required under this Sub-Contract and such samples shall be kept in the custody of the S.O.
- (b) If in the opinion of the S.O., any articles supplied under this Sub-Contract are not in accordance with the Specification or with any approved sample, the S.O. may direct the Contractor in writing to submit any such Articles for expert examination and/or test and all costs in connection therewith shall be borne by the Nominated Supplier unless such examination and/or test shows that the said Articles are in accordance with the Specification or with the approved samples, in which case the costs in connection therewith shall be reimbursed by the Government.

8.2 Access to factory, etc

The Contractor and the S.O. and their respective authorised representatives shall at reasonable times have access to the works, factory, workshops or other premises where the Articles to be supplied under this Sub-Contract are being manufactured and/or stored for the purpose of inspection and to examine any manufacturing process or to carry out any test on samples of the Articles or parts thereof for incorporation into the Articles as the S.O. or the Contractor deems necessary.

9.0 PACKING

All Articles shall be supplied and delivered in such packing or containers or otherwise which shall in every way be adequate and sufficient for their purposes. Any loss or damage resulting from inadequate or defective packing shall be at the sole responsibility of the Nominated Supplier.

10.0 DEFECTIVE OR DAMAGED ARTICLES

10.1 Removal and replacement

The Nominated Supplier shall, at his own cost and when so notified in writing by the Contractor forthwith, subject to the consent of the S.O., remove and replace any Articles that are found upon delivery to be damaged, defective or in any way inferior to the approved samples or not in accordance with the Specification.

10.2 Defects appearing after delivery

The Nominated Supplier shall make good by removing any defect in the Articles or replacing any defective Articles supplied, which may appear after delivery but within the Defect Liability Period under the Main Contract and shall bear any cost or expense reasonably incurred by the Contractor as a direct consequence of such defects.

PROVIDED THAT –

- (a) where the Articles have been used or fixed, such defects are not such that examination by the Contractor ought to have revealed them before using of fixing; or