

No “Covered Telecommunications Equipment or Services” Warranty

A. In addition to other warranties, Supplier warrants that:

- (1) no products delivered to or on behalf of 3M pursuant to this Agreement use or contain any Covered Telecommunications Equipment or Services;
- (2) no services delivered to or on behalf of 3M pursuant to this Agreement shall have been carried out using any Covered Telecommunications Equipment or Services.

As used in these warranties, “Covered Telecommunications Equipment or Services” has the meaning provided in FAR 52.204-25. For more information, see <https://www.acquisition.gov/far/52.204-25>.

B. 3M may audit Supplier’s processes and supply chain for compliance with these warranties. When requested by 3M, Supplier shall provide documentation that authenticates traceability of all materials used in products, including all supply chain intermediaries.

C. Notwithstanding any general disclaimers in the Agreement, in addition to other remedies available to 3M, if Supplier delivers any products or services that do not conform to any of the forgoing warranties, at 3M’s election, Supplier shall bear the expense of remedial costs to 3M including without limitation repair, rework, and corrective action as well as any consequential damages to 3M.

D. Supplier shall include the substance of these warranties in lower tier subcontracts and supplier agreements for procurement of products, items, materials or components used in products for delivery under this Agreement. In any case where Supplier is aware or becomes informed that a supplier to it refuses to accept flow down of these terms and conditions, Supplier shall promptly notify 3M and seek its guidance.