DESIGNATED SUPPLIER QUALITY REPRESENTATIVE (DSQR)

1. Buyer’s Designated Supplier Quality Representative (“DSQR”) program is administered by Boeing Quality and grants limited authority to selected Seller personnel (“DSQR Inspector”) to perform in-process and final source inspections (collectively, “Source Inspections”). Through the inclusion of this Clause, Seller is granted authority to perform Source Inspections on certain or all of the Goods governed by this Contract in compliance with the DSQR Program. Buyer reserves the right to withdraw or limit authority under this Clause, including limiting Source Inspections to certain Goods, at any time by providing written notice.

2. Seller is required to establish and maintain a quality system in conformance with Buyer’s document D950-11617-1, “Designated Supplier Quality Representative Requirements,” which is incorporated by reference herein. Buyer reserves the right to conduct surveillance at Seller’s facility to ensure Seller’s conformance with the requirements of D950-11617-1. A copy of D950-11617-1 can be obtained at the following URL address or by contacting Buyer’s Authorized Procurement Agent: http://catalog.web.boeing.com/record=b2854211.

3. Source Inspections shall be considered a part of Seller’s statement of work under this Contract. Seller shall perform such Source Inspections without modification to the Contract price; and Seller shall not be entitled to submit or be paid on any claim for equitable adjustment associated with its participation in the DSQR program, for performing Source Inspections, or for compliance with this Clause.

4. Neither Seller’s participation in the DSQR program nor it conducting Source Inspections through its DSQR Inspectors shall (i) relieve Seller from its obligations to perform all of the requirements of this Contract and to deliver non-defective and conforming Goods, (ii) be used as conclusive evidence of Seller compliance with such requirements, or (iii) be deemed a waiver of any rights and remedies available to Buyer under this Contract, at law, or in equity.

5. Seller’s DSQR Inspectors conducting Source Inspections shall not be considered agents, representatives, employees or affiliates of The Boeing Company or its affiliates. Seller shall ensure that its DSQR Inspectors are and remain free from conflicts of interest in the performance of Source Inspections.

6. Buyer retains the rights available to it elsewhere in this Contract to perform additional inspections and product verification on any goods subject to Source Inspections and to reject or revoke acceptance on any defective or non-conforming Goods. Buyer further retains the right to monitor DSQR Inspectors’ performance of Source Inspections.