

**CUSTOMER CONTRACT REQUIREMENTS
REQUIREMENTS CH-47F
CUSTOMER CONTRACT 9016102179**

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

Special Provisions .

1. DEFINITIONS

- 1.1 “Aircraft” means the aircraft designated as CH-47 Chinook Helicopter to be delivered under the Buyer’s Prime Contract to the Buyer’s customer.
- 1.2 “Articles” means all items which the Seller is required to supply under the Contract except Documentation.
- 1.3 “Background IP” means Intellectual Property which is created prior to or independently of this Contract.
- 1.4 “Documentation” means all data (including material management data on cataloguing and supply/provisioning), manuals, publications, handbooks, designs, standards, specifications, reports, writings, models, sketches, plans, drawings, calculations and other documents relating to the Aircraft, Articles and Services, which the Seller is required to supply under this Contract.
- 1.5 “Foreground IP” means Intellectual Property which results from or is generated pursuant to or for the purposes of this Contract or a subcontract placed under this Contract as the case may be.
- 1.6 “Intellectual Property” (IP) means copyright, and all rights in relation to inventions, registered and unregistered trade marks (including service marks), registered and unregistered designs, circuit layouts, know how, other proprietary information and data and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields.
- 1.7 “suspect part” means an electronic part which there is an indication by visual inspection, testing, or other information that it may have been misrepresented by the supplier or manufacturer and may meet the definition of counterfeit part provided below.
- 1.8 “counterfeit part” means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. Examples of counterfeit parts include, but are not limited to:
- (i) Electronic parts which do not contain the proper internal construction (die, manufacturer, wire bonding, etc.) consistent with the ordered part;
 - (ii) Electronic parts which have been used, refurbished or reclaimed, but represented as new product;
 - (iii) Electronic Parts which have not successfully completed the Original Component Manufacturer’s (OCM)’s full production and test flow, but are represented as completed product;
 - (iv) Electronic Parts sold as upscreened parts, which have not successfully completed upscreening; or
 - (v) Electronic Parts sold with modified labelling or markings intended to misrepresent the part’s form, fit, function or grade.
- Electronic Parts which have been refurbished, upscreened, or uprated and have been identified as such, are not considered counterfeit.

2. OBSOLESCENCE

2.1 Seller shall maintain the availability of and its capability to support its Articles (i.e. customer support, obsolescence notification, etc.) for the Service Life of the Aircraft, which is of twenty-five (25) years.

2.2 If any Articles provided under this Contract becomes obsolete or are not available, the Seller shall undertake to find suitable replacement and provide recommended alternate solutions to the Buyer. In addition, Seller will offer available upgrades and modifications on the equipment during this time frame.

2.3 The Seller shall endeavour to give Buyer one (1) year's prior written notice of any proposed discontinuance of the manufacture of any Article (whether manufactured by the Seller or otherwise).

3. INTELLECTUAL PROPERTY

3.1 Seller grants to the Buyer's customer a royalty free, irrevocable, worldwide, perpetual, non exclusive license to use, modify and reproduce all Seller-owned Foreground IP and Background IP, delivered under this contract, so as to allow the Buyer's customer or another person on behalf of the Buyer's customer to:

(i) use, repair, maintain, refurbish, modify, adapt, integrate, develop and dispose of the Aircraft, Articles and Documentation and to do anything necessary or incidental for those purposes and for the Buyer's customer's defense purposes; and

(ii) in the event of termination of this contract for default of the Seller, to complete the supply of the Articles and Documentation.

4. COUNTERFEIT PARTS

4.1 The Seller agrees that it shall be solely responsible for ensuring that only new and authentic materials are used in the Articles. The Seller shall only purchase electronic parts directly from Original Component Manufacturers (OCMs), OCM franchised distributors, authorized aftermarket manufacturers, or sources deemed acceptable by the Seller in accordance with SAE AS5553. Use of product that was not provided by these sources is not authorized unless first approved in writing by the Buyer. The Seller must present compelling support for its request (e.g. OCM documentation that authenticates traceability of the parts to the OCM), and include in its request all actions to ensure the parts thus procured are authentic/conforming parts.

For Articles (or part thereof) that are procured from Independent Distributors, the Seller shall establish and implement test and inspection activities necessary to assure the authenticity of the Articles delivered.

4.2 The Seller shall maintain a method of item traceability that ensures tracking of the supply chain back to the OCM of all electronic parts included in the Articles being delivered per this contract.

4.3 The Seller shall notify the Buyer upon any subsequent discovery of counterfeit parts in the Articles. In the event that the Buyer discovers suspect parts or counterfeit parts, the Buyer shall notify the Seller and the Seller shall within 30 days, establish to the satisfaction of the Buyer, its plan for determining the authenticity of the alleged parts, including its plan to replace the same if necessary to maintain the expected life of the part or the airworthiness of the Aircraft. The Seller shall be solely responsible for replacing the counterfeit parts at no additional cost to the Buyer.

4.4 Any Articles or any part or unit thereof is made redundant and PROVIDED that the Articles were procured from the Seller, the Seller shall provide to the Buyer new or reworked parts to replace any unused stock items in the Buyer or the Buyer's customer's inventory without charge. All redundant parts shall become the property of the Seller.

4.5 The Seller shall provide the required labor and technical assistance to carry out the necessary rectification, the removal of the counterfeit part(s) of the Articles and to conduct the necessary tests required for the acceptance of the rectification, without additional cost to the Buyer, in addition to being liable to the Buyer for any costs, expenses or damage incurred by the Buyer as a result of the counterfeit part(s).

5. CONFIDENTIALITY AND SECURITY

5.1 Except with the consent in writing of the Buyer, the Seller shall not disclose the Subcontract or any purchases made in this Subcontract or any provisions thereof or any information issued or furnished by or on behalf of the Buyer in connection therewith to any person, except to the Seller's employees or contract labor personnel including the Seller's sub-contractors on a need to know basis.

5.2 In addition to the foregoing, the Seller shall not make use of any information obtained directly or indirectly from the Buyer or

compiled or generated by the Buyer in the course of this Subcontract which pertains to or is derived from such information, other than use for the purposes of this Subcontract, without the prior written consent of the Buyer.

5.3 The Seller shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Subcontract in any media without the prior written consent of the Buyer. Notwithstanding the foregoing, the Seller may announce or publish on the Subcontract award, with prior co-ordination with the Buyer on the announcement.

5.4 Should classified information or materials is required for the performance of the Subcontract, the Seller shall comply with the Security Undertaking for Subcontract as set out in Buyer's Prime Contract and the Industrial Security Manual as issued by the Buyer's customer. These documents will be provided to the Seller subject to the applicability of this clause.

5.5 Prior to any Subcontractor or employee commencing work, the Seller shall make contractual arrangements which contain obligations functionally equivalent to this entire Clause 5.

6. PERSONNEL COMPETENCY

The Seller shall engage, deploy and retain only personnel and sub-contractors who are skilled and competent in their several trades and callings for the performance of this Subcontract. The Buyer on behalf of Buyer's customer may in its opinion request the Seller to remove from the job personnel and sub-contractors personnel who are unskilled and incompetent and require the immediate removal of those personnel and sub-contractor's personnel whose continued engagement and deployment is inconsistent with the interest of military security.

7. WORKPLACE SAFETY & HEALTH ACT

For the purposes of the Subcontract, the Seller, its employees, agents and sub-contractors when conducting work in Buyer's customer's country shall comply with the applicable provisions of the Workplace Safety & Health Act and the regulations and codes of practice issued thereunder.

8. GIFTS, INDUCEMENTS AND REWARDS

8.1 The Buyer may terminate this Contract if the Seller or any person employed by him or acting on his behalf (whether with actual or constructive knowledge) has done any act or omission which contravenes any law for the suppression of corrupt practices. The Seller shall be liable for any costs, expenses or damage incurred by the Buyer as a result of the aforesaid actions and/or termination of the subcontract under this clause.

8.2 For the purpose of this clause, the offering or payment of monetary remuneration as agency fees to the Seller's officially appointed agents in Buyer's customer's country shall not be construed as being a contravention of this clause.

9. DANGEROUS GOODS DECLARATION

Where, as a result of design development or modification of the Aircraft or Articles (including subsystems, components, repair parts, spares, tools, supplies and accessories), materials defined as Dangerous Goods of Class 1 to 9 according to United Nations' Recommendations on the Transport of Dangerous Goods Model Regulations ST/SG/AC.10/1/Rev1.1 are included in the Articles, the Seller shall submit a notice of declaration to the Buyer within three (3) months of such inclusion and not later than twelve (12) months before the supply of Articles. A template for the declaration is provided below.

(Annex X) DANGEROUS GOODS DECLARATION FORM

I, _____ (NRIC/Passport No. & Name) on behalf of _____ (Company Name), hereby declare in accordance with the requirements as specified in the Subcontract Number _____ that the supplies of the Articles (including subsystems, components, repair parts, spares, tools, supplies and accessories) for the Authority do not include/include* materials which are defined as Dangerous Goods of Class 1 to 9 according to United Nations' Recommendations on the Transport of Dangerous Goods Model Regulations ST/SG/AC.10/1/Rev1.1:

Class 1: Explosives

- > Division 1.1 Substances and Articles which have a mass explosion hazard
- > Division 1.2 Substances and Articles which have a projection hazard but not a mass explosion hazard
- > Division 1.3 Substances and Articles which have a fire hazard and either a minor blast hazard or minor projection hazard or both, but not a mass explosion hazard
- > Division 1.4 Substances and Articles which present no significant hazard
- > Division 1.5 Very insensitive substances which have a mass explosion hazard
- > Division 1.6 Extremely insensitive articles which do not have a mass explosion hazard

Class 2: Gases

- > Division 2.1 Flammable gases
- > Division 2.2 Non-flammable, non toxic gases
- > Division 2.3 Toxic gases

Class 3: Flammable liquids

Class 4: Flammable solids; substances liable to spontaneous combustion; substances which, on contact with water, emit flammable gases

- > Division 4.1 Flammable solids, self-reactive substances and solid desensitised explosives
- > Division 4.2 Substances liable to spontaneous combustion
- > Division 4.3 Substances which in contact with water emit flammable gases

Class 5: Oxidizing substances and organic peroxides

- > Division 5.1 Oxidizing substances
- > Division 5.2 Organic peroxides

Class 6: Toxic and infectious substances

- > Division 6.1 Toxic substances
- > Division 6.2 Infectious substances

Class 7: Radioactive material

Class 8: Corrosive substances

Class 9: Miscellaneous dangerous substances and articles

* Delete accordingly.

IMPORTANT: Where Dangerous Goods are declared, a list of Articles that contain materials defined as Dangerous Goods shall be identified in an attached document with the required information for safety appraisal by the Authority. The identification of such items shall include: Item/Part Number/NSN* (if available); Item Description; & Dangerous Goods Class # & Division. For Class 1 Items (explosives), the Contractor shall also declare their compatibility group – such as A, B, C, D, E, F, G, H, J, K, L, N, S or Z.

(Signature and Date)

(Company Stamp)

10. SECURITY UNDERTAKING FOR THE CONTRACT (Annex Z)

1. The Seller's attention has been drawn to the Official Secrets Act (Chapter 213, 1985 Edition) and in particular to Section 5 thereof which relates to the safeguarding of official information, and also to the Agreement between the Government of the Republic of Singapore and the Government of the United States of America.

2. In accordance with the national laws, regulations and practices of the Seller's country, the Seller shall take appropriate measures in order to protect classified materials and information.

3. Any classified information communicated from either the Buyer, Authority or a Authority-appointed contractor to the Seller shall be accorded by the Seller a degree of security not less than that accorded in the country of origin and shall be treated according to the Industrial Security Manual.

4. Except with the consent in writing of the Buyer, the Seller shall not disclose the Contract, or any part thereof, or any operational and engineering specifications, or any drawing documents, pattern, sample or information relating to this Contract issued or furnished by or on behalf of the Buyer in connection therewith to any person other than the persons employed or engaged by the Seller or the Seller's principal in dealing with or concerned with the same.
5. The Seller shall be fully responsible for the acts and omissions of its employees and agents and sub-contractors' personnel having access to the Contract and shall also ensure that they duly observe this Undertaking.
6. The Seller shall also be fully responsible for the appropriate clearance of all its employees and agents and sub-contractors' personnel having access to the Contract to the equivalent security classification level in the Seller's country, or in its sub-contractor's country as appropriate.
7. The Buyer and the Authority reserves the right to inspect the security measures undertaken by the Seller to protect the security of the Contract and that no breach of security is committed.
8. The Seller further understands and agrees that any breach or neglect of this Undertaking is an offence, and may also render the Seller liable to prosecution under the Official Secrets Act. The Seller acknowledges that for the purpose of this Undertaking, a copy of the Official Secrets Act of Singapore (Section 5 of the Official Secrets Act, Chapter 213, 1985 Edition) has been given to the Seller.
9. The Seller also understands and agrees that if the Seller does not comply fully with whatever instructions that have been given to the Seller, the Seller may be debarred from future contracts with the Authority.

Customer Contract Requirements (Direct Commercial Sales)

In addition to the requirements set forth in the Boeing General Provisions and other terms and conditions in or attached to this Contract, the Goods to be delivered under this Contract may be common to items delivered to a U.S. Government customer. Accordingly, the following terms supporting technical conformance of the Goods apply to this Contract to the extent indicated below. In all of the following clauses, "Contractor" and "Offeror" mean Seller. Certain clauses below may be deemed inapplicable if the parts being purchased under this Contract previously had commercial item determinations (CIDs) completed and approved for identical parts.

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities(JUL 2018). In paragraph (c) (1), the term "Government" means "Government or Buyer" and the term "Contracting Officer" means "Buyer." All reporting required by paragraph (c) shall be reported through Buyer. Seller shall report the information in paragraph (c) (2) to Buyer.

52.211-5 Material Requirements(AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.

252.209-7010 Critical Safety Items (AUG 2011). Delete the second sentence in paragraph (b) and substitute the following sentence in lieu thereof: Items delivered under the Contract are considered critical safety items if they have previously been designated as critical safety items under a prior contract. Delete paragraph (c) and insert the following in lieu thereof: Heightened quality assurance surveillance. Items considered critical safety items in accordance with paragraph (b) of this clause are subject to heightened, risk-based surveillance by Buyer and/or the Government.

252.223-7003 Change in Place of Performance-Ammunition and Explosives(DEC 1991). The clause is revised as follows: (a) Seller shall identify in their offer, the place of performance of all ammunition and explosives work that would be covered by 252.223-7002. Failure to furnish this information with the offer may result in rejection of the offer. (b) Seller agrees not to change the place of performance of any portion of the offer that would be covered by 252.223-7002 after the date set for receipt of offers without the written approval of the Contracting Officer, which shall be obtained through Buyer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance. (c) If a contract results from this offer, Seller agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer, which shall be obtained through Buyer.

252.223-7008 Prohibition of Hexavalent Chromium(JUN 2013). "Contracting Officer" shall mean Buyer.

252.225-7001 Buy American and Balance of Payments Program (DEC 2017). In paragraph (c), the phrase "in the Buy

American Balance of Payments Program Certificate provision of the solicitation" is deleted and the word "certified" is deleted and replaced with the word "specified."

252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies(DEC 2018). This clause applies to items covered by the United States Munitions List or the 600 series of the Commerce Control List.

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals(OCT 2014). Paragraphs (d) and (e) (1) of this clause are excluded. In paragraph (e) (2) "Government" means Buyer. Paragraph (c) (6) is revised as follows:

(c)(6) End items of the prime contract containing a minimal amount of otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in that end item. This exception does not apply to high performance magnets containing specialty metals. If the Seller will furnish goods that contain otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), then the Seller shall disclose to the Buyer (i) the total weight of all specialty metals in each of the goods of this contract, and (ii) the total weight of the noncompliant specialty metals in each of those goods. In the calculation of total weight of noncompliant specialty metals in each of the goods, exclude the weight of specialty metals covered by other exemptions in this paragraph (c).

252.225-7011 Restriction on Acquisition of Supercomputers(JUN 2005).

252.225-7012 Preference for Certain Domestic Commodities (DEC 2017).

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools(JUN 2005).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings(JUN 2011). This clause does not apply to contracts for commercial items or items that do not contain ball or roller bearings.

252.225-7025 Restriction on Acquisition of Forgings (DEC 2009). This clause applies if the Contract is for forging items or for other items that contain forging items.

252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate(DEC 2006).

252.225-7036 Buy American-Free Trade Agreements-Balance of Payments Program-Basic (DEC 2017). In paragraph (c), the phrase "in the Buy American-Free Trade Agreements-Balance of Payments Program Certificate-Basic provision of the solicitation" is deleted, and the word "certified" is deleted and replaced with the word "specified."

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System(AUG 2016). This clause applies to contracts for electronic parts or assemblies containing electronic parts or for contracts for the performance of authentication testing. The term "Contractor" means "Buyer" in the first sentence. In paragraph (c) (6), "Contracting Officer" means "Buyer." The introductory text at the beginning of the clause is deleted and only paragraphs (a) through (e) apply.

252.246-7008 Sources of Electronic Parts(MAY 2018). This clause applies if the Contract is for electronic parts or assemblies containing electronics parts, unless Seller is the original manufacturer of the electronic parts. The term "Contractor" means Seller and the term "subcontractor" means Seller's lower-tier suppliers. In paragraph (b) (3) (ii) (A), the term "Contracting Officer" means "Buyer's Authorized Procurement Representative." Seller's notification shall include, at a minimum, identification of the electronic parts being procured, identification of Seller's lower-tier supplier providing such electronic parts, Seller's rationale on acceptability of procuring such parts (including risk mitigation), and identification of the product using such parts (by lot or serial numbers).