

CUSTOMER CONTRACT REQUIREMENTS
Aircraft Part and Auxiliary Equipment Manufacturing
CUSTOMER CONTRACT FA8532-09-C-0068

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. FAR Clauses The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to this contract to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006).

This clause applies only if this contract exceeds \$100,000.

52.203-7 Anti-Kickback Procedures (JUL 1995). Buyer may withhold from sums owed Seller the amount of any kickback received by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$100,000.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer or its subcontractors in violation of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997). This clause applies only if this contract exceeds \$100,000. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007). This clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2007). This clause applies only if this contract exceeds \$100,000. Paragraph (g)(2) is modified to read as follows: "(g)(2) Seller will promptly submit any disclosure required by paragraph (g)(2) (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government official to whom Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."

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

52.211-15 Defense Priority and Allocation Requirements (APR 2008). This clause is applicable if a priority rating is assigned to this contract.

52.215-14 Integrity of Unit Prices (OCT 1997). This clause applies except for contracts at or below \$100,000; construction services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; and petroleum products.

52.219-8 Utilization of Small Business Concerns (MAY 2004).

52.222-26 Equal Opportunity (MAR 2007).

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible V 2006). This clause applies only if this contract exceeds \$100,000.

52.222-36 Affirmative Action For Workers With Disabilities (JUN 1998). This clause applies only if this contract e 10,000.

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible 2006). This clause applies only if this contract exceeds \$100,000.

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004). This clause this contract exceeds \$100,000.

52.222-50 Combating Trafficking in Persons (FEB 2009). In paragraph (d), the term "Contracting Officer" means Bu paragraph (e), the term "the Government" means Buyer.

52.223-11 Ozone Depleting Substances (MAY 2001).

52.225-13 Restriction on Certain Foreign Purchases (JUN 2008).

52.244-6 Subcontracts for Commercial Items (AUG 2009).

52.248-1 Value Engineering (FEB 2000). The term "Contracting Officer" means Buyer. This clause applies only if thi for \$100,000 or more. If Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% o concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Se negotiated share of the net acquisition savings and collateral savings shall not reduce the Government's share of concurr savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of author such payments from the Government.

2. DoD FAR Supplement Clauses DoD Contracts. The following contract clauses are incorporated by reference from the Depar Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" mean Seller except as otherwise noted.

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 200 clause applies only if this contract exceeds \$100,000 and is not for the purchase of commercial items or commercial com) Except in paragraph (a), "this contract" and "the contract" mean the contract between Buyer and Seller. In subparagraph the words "or first-tier subcontractor." In paragraph (e), the remedies described in subparagraphs (2) and (3) are availab the Government. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer." Paragraph (g) is deleted.

252.211-7003 Item Identification and Valuation (AUG 2008). Seller shall comply with the unique item identification of this clause for those subassemblies, components, and parts specified elsewhere in this contract. Such identification and be a high-capacity 2D machine readable code to comply with the version of MIL-STD-130, Identification Marking of U. Property, set forth elsewhere in this contract; or if not so stated, then the Seller shall comply with MIL-STD-130 N. Th include, as space is available, linear bar code and human readable characters. Unless otherwise specified in Boeing produc specifications, the seller may use either Construct #1 or Construct #2. The Seller shall not be required to furnish item val forth in this clause.

252.215-7004 Excessive Pass-Through Charges (MAY 2008). This clause applies unless this contract is (1) a firm-fix contract awarded on the basis of adequate price competition; (2) a fixed-price contract with economic price adjustment a basis of adequate price competition; (3) a firm-fixed-price contract for the acquisition of a commercial item, or (4) a fixed

with economic price adjustment for the acquisition of a commercial item. In paragraph (a), "Contractor" retains its original meaning. In paragraph (b), "Government" and "Contracting Officer" mean Buyer. In paragraph (c) "Contracting Officer" means Buyer. In paragraph (c)(2), "the proposal" means Seller's proposal. In paragraph (d), "Government" and "Contracting Officer" mean Buyer. In paragraph (e), "Contracting Officer" retains its original meaning.

252.225-7002 Qualifying Country Sources as Subcontractors (APR 2003).

252.225-7012 Preference for Certain Domestic Commodities (DEC 2008).

252.225-7013 Duty Free Entry (OCT 2006). This clause applies if Seller is located in a qualifying country (as defined in 252.225-7012.8) or if Seller is located in any other country and the estimated U.S. duty for the deliverable items will exceed \$200 per item. Seller shall include the prime contract number on all shipping documents submitted to Customs for supplies for which duty-free status is claimed pursuant to this clause. See Section 5 for the information required by paragraph (j)(3) of this clause.

252.225-7021 Trade Agreements (JUL 2009).

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (AUG 2009).

252.247-7023 Transportation of Supplies by Sea (MAY 2002). This clause applies only if the supplies are of a type specified in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." In paragraph (g) "Government" means Buyer. This contract is at or below \$100,000, paragraphs (f) and (g) are excluded.

3. Commercial Items If goods or services being procured under this contract are commercial items and Clause H203 is set forth in the contract, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in their place:

52.219-8 Utilization of Small Business Concerns (MAY 2004).

This clause applies only if this contract offers further subcontracting opportunities. If this contract exceeds \$500,000 for construction of any public facility and Seller is not a small business concern, Seller must insert clause 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

52.222-26 Equal Opportunity (MAR 2007).

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2006).

52.222-36 Affirmative Action For Workers With Disabilities (JUN 1998).

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004).

252.225-7012 Preference for Certain Domestic Commodities (DEC 2008).

4. AFFARS Clauses The following contract clauses are incorporated by reference from the Air Force Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" means Seller.

5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (APR 2003).